

## **EXHIBIT C**

**FREEDOM COURT REPORTING**

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1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE MIDDLE DISTRICT OF ALABAMA  
4 EASTERN DIVISION

5 CIVIL ACTION NO.: 3:06CV-00124-WHA-CSC

6  
7 JOHNNY POTTS and JANICE POTTS,

8 Plaintiffs,

**COPY**

9 vs.

10 DYNCORP INTERNATIONAL, L.L.C.,  
11 JAMES MCCANTS, et al,  
12 Defendants.

13 DEPOSITION OF: JAMES D. MCCANTS

10:45 A.M.

JUNE 13, 2006

15 In accordance with Rule 5(d) of The  
16 Alabama Rules of Civil Procedure, as  
17 Amended, effective May 15, 1988, I, Cindy  
18 C. Goldman, am hereby delivering to  
19 Ms. Nancy Eady the original transcript of  
20 the oral testimony taken on the 13th day  
21 of June, 2006, along with exhibits.

22  
23 Exhibit C

**367 VALLEY AVENUE**  
**(205) 397-2397 BIRMINGHAM, ALABAMA 1-877-373-3660**

## FREEDOM COURT REPORTING

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1 A. Having cars blown up next to me  
2 or not having cars blown up next to me?

3 Q. Not during a fire fight, not  
4 having cars blown up.

5 A. Inside Baghdad?

6 Q. Outside Baghdad.

7 A. Outside Baghdad. Depending on  
8 the area.

9 Q. Tell me the differences in the  
10 areas and the speeds that you'd go at as  
11 you went through them.

12 A. Ramadi and Fallujah were always  
13 considered red areas. From the Baghdad  
14 airport to Gate 12 was always considered  
15 a red area.

16 Q. Okay.

17 A. Going to Babylon, Hilla, Kirkuk,  
18 Irbil, Turkey.

19 Q. And what speeds did you go to  
20 those at is what I'm trying to get at.

21 A. If everything was normal during  
22 that -- during that period that you were  
23 driving, 80 -- 70, 80K.

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1 Q. All right.

2 A. If things got --

3 Q. Abnormal?

4 A. -- abnormal, you increased  
5 speed, depending on, you know, the  
6 location and your surroundings to 120,  
7 130K.

8 If things became heated, you  
9 would increase speeds to whatever it took  
10 to get out of that situation.

11 Q. All right. And what kind of  
12 situations make for a heated -- what kind  
13 of circumstances make for a heated  
14 situation?

15 A. Repeat the question, please.

16 Q. You said if things got heated --  
17 well, first of all, you said, if things  
18 were normal in a red area, you'd go on an  
19 average 70 to 80K. Then you said if  
20 things got abnormal, you would increase  
21 speed, depending on the location and your  
22 surroundings as needed. And you said if  
23 things got heated -- well abnormal,

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1 increase speed, depending on your  
2 location and your surroundings up to 130  
3 to 140K; was that correct?

4 A. Yes, ma'am.

5 Q. All right. And then you said if  
6 things were -- things became heated,  
7 you'd do whatever you could to get out of  
8 there. What makes things become heated?

9 A. Car bombs, IEDs.

10 Q. Is this the suspicion that  
11 they're there, or this there's actually  
12 been one that goes off?

13 A. The intel that you're getting at  
14 the time that you're moving through that  
15 area.

16 Q. And do you get that intel on  
17 like radio phones or something?

18 A. Yes, ma'am.

19 Q. How far apart are the vehicles  
20 supposed to be as they travel? Or is  
21 there a set distance the vehicles are  
22 supposed to be apart from each other?

23 A. No, ma'am.

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1 fine.

2 A. You first hit Fallujah.  
3 Baghdad, Fallujah.

4 Q. Okay.

5 A. Fallujah, Ramadi. Ramadi to  
6 Rutbah.

7 Q. Okay.

8 A. R-u-t-h-b-a (sic).

9 Q. Okay.

10 A. And Rutbah, Trebil.

11 Q. On the day that you took  
12 Mr. Potts, is that the route that you  
13 followed?

14 A. Yes, ma'am.

15 Q. Okay. What are the roads like  
16 between Baghdad and Trebil on that route?  
17 For example, let me do it this way: Are  
18 they two lane or four-lane roads?

19 A. They're two lane.

20 Q. Okay. Are they paved?

21 A. In some areas.

22 Q. Some areas. And some areas  
23 they're not?

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1 left Trebil about any changes in  
2 conditions between Trebil and Rutbah?

3 A. I don't recall.

4 Q. All right. Were you told  
5 anything about possible -- you said that  
6 things would get heated if there was  
7 information about a car bomb or an IED.  
8 Do you remember receiving information of  
9 that kind from the command center as you  
10 were leaving Trebil?

11 A. No, ma'am, I don't remember.

12 Q. And you don't remember what the  
13 threat level was when you left Trebil?

14 A. No, ma'am, not at the time.

15 Q. Okay. Do you recall how fast  
16 you were going when the accident  
17 happened?

18 A. I want to say possibly -- I  
19 would say 150K. About 150K at the time.

20 Q. Okay. And why were you going  
21 150K at the time?

22 A. Because we had observed several,  
23 several trucks at a local truck stop.

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1 vehicle. Told us, you know, to go to  
2 alert.

3 So, when we approached the  
4 vehicles, the second -- upon approaching  
5 the truck stop, the second vehicle  
6 proceeded through. I shifted over to the  
7 center lane.

8 When I passed the first three  
9 trucks, there was something -- a black  
10 object that came out into the road. I  
11 moved -- I pulled my steering wheel to  
12 the left. When I pulled my steering  
13 wheel to the left, my back wheels -- my  
14 left front wheel and my back wheel caught  
15 the gravel on the side of the road. I  
16 immediately pulled my wheel back over and  
17 tried to guide the truck back to the  
18 right center lane.

19 On guiding my truck back to the  
20 right center lane, my back tires  
21 caught -- both tires caught the gravel,  
22 and it flipped into the center median  
23 into oncoming traffic and then down into



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1 the embankment on the left-hand side of  
2 the road, landing on all four wheels.

3 Q. What happened next?

4 A. Immediately after that, once the  
5 car landed, I did my first observation  
6 check to find out if everyone was okay.

7 Q. Right.

8 A. At that point, I had just  
9 dislocated by left shoulder. My  
10 assistant driver and shooter had  
11 dislocated his right shoulder. Emir had  
12 a couple of scrapes and bruises. Robert  
13 had additional scrapes and bruises. He  
14 was confused. And Johnny said he was --  
15 he was hurting, but, you know, nothing  
16 you could observe at the time.

17 Q. Uh-huh.

18 A. I immediately got out -- got out  
19 of the vehicle. The security team -- at  
20 this time, the Iraqi inquiry security  
21 team had already set up a 380, which  
22 is -- I'm sorry. A 360, which is secure  
23 the whole circle full circle.

EXHIBITS

*black copy*  
*check*  
*3*

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1 they were moving the vehicle.

2 Q. Uh-huh.

3 A. You know. So, I mean, I  
4 couldn't -- I couldn't say if I just -- I  
5 mean, my main focus was, I mean, getting  
6 that vehicle.

7 Q. Was there an explosion at the  
8 time during the accident? That's a bad  
9 question.

10 When the black object came over,  
11 you said one of the things y'all were  
12 concerned about was that it was an IED;  
13 correct?

14 A. Yes, ma'am.

15 Q. Was it, in fact, an -- was there  
16 an explosion?

17 A. No, ma'am, there was not an  
18 explosion.

19 Q. Did anybody ever find an object  
20 that looked like an IED at the scene?

21 A. I don't know. I don't know if  
22 anybody did -- I mean, did an  
23 investigation to that area or not.

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1 A. Yes, ma'am, about 40 or more.

2 Q. Had you had any other accidents  
3 in the course of those missions?

4 A. No, ma'am.

5 Q. Had you run into IEDs or fire  
6 fights before on those 40 missions?

7 A. Yes, ma'am.

8 Q. All right. How many fire  
9 fights?

10 A. I don't understand the question.

11 Q. You said that in those previous  
12 missions, you had encountered fire fights  
13 before?

14 A. Yes, ma'am.

15 Q. How many of those missions had  
16 fire fights that you encountered?

17 A. Documented, undocumented?  
18 That's what I'm trying --

19 Q. That you perceived as a fire  
20 fight.

21 A. Maybe 20.

22 Q. All right. And then how many of  
23 those were documented?

*Speedy Ticket  
Re: Birmingham*

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1 A. Maybe 15.

2 Q. And what's the -- how is a fire  
3 fight documented versus -- well, how is a  
4 fire fight documented?

5 A. It depends on the severity of  
6 the fire fight. If you're bogged down in  
7 a fire fight where it takes, I mean, it  
8 takes you an hour to two hours to get out  
9 of the fire fight, then, yes, you have --  
10 you know, it has to be documented  
11 because, you know, there's wear and tear  
12 of the vehicles, there's, you know,  
13 actual incident reports that have to be  
14 done to that nature.

15 Q. All right. So, a documented  
16 fire fight is one where a report has to  
17 be filed?

18 A. Yes, ma'am.

19 Q. An undocumented fire fight is  
20 one where you didn't have to file a  
21 report?

22 A. Yes, ma'am.

23 Q. All right. Had you encountered

*speaking to the  
the description*

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1 any IEDs on any of those missions?

2 A. Yes, ma'am.

3 Q. How many?

4 A. Several.

5 Q. More than five?

6 A. Yes, ma'am.

7 Q. More than 20?

8 A. I would say maybe ten.

9 Q. Were those in -- were all -- how  
10 many of those IEDs occurred in  
11 conjunction with a fire fight?

12 A. Just about all of them.

13 Q. Okay. So, there wasn't a  
14 mission where you just had an IED?

15 A. No, ma'am.

16 Q. Okay.

17 A. If you had an IED, then  
18 immediately after that, you had a fire  
19 fight.

20 Q. Okay.

21 A. Because they -- I mean, the  
22 whole purpose was to disable a vehicle.  
23 And once that vehicle is disabled, light

*speaking to her  
the description*

3

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1 situations as you all perceived them  
2 during the course of the convoy?

3 A. We had to react to the situation  
4 depending on the severity at the time,  
5 your surroundings, things that were going  
6 on while you were on that mission.

7 Q. Does the convoy -- or would the  
8 convoys go at speeds that were deemed  
9 necessary to deal with the perceived  
10 threat?

11 A. Yes, sir.

12 Q. In this case, did this convoy on  
13 this particular day consider those parked  
14 vehicles and the people standing outside  
15 of them to be a potential threat to the  
16 convoy?

17 MS. EADY: Object to the form,.

18 MR. HOLMAN: What's wrong with  
19 the form?

20 MS. EADY: Leading.

21 MR. HOLMAN: I asked him --

22 Q. Okay. That's fine. Go ahead  
23 and answer your question. Did you

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1 consider it to be a potential threat?

2 A. Yes, sir, at that moment in  
3 time.

4 Q. Was the entire convoy traveling  
5 at the same speed that you were traveling  
6 at at that time?

7 A. Yes, sir.

8 Q. Now, do you consider yourself to  
9 be a citizen of the state of Georgia?

10 A. Yes, sir.

11 Q. Was your contract of employment  
12 with Dyncorp International FZ, LLC?

13 A. Yes, sir.

14 Q. No further questions.  
15

16 FURTHER EXAMINATION BY MS. EADY:

17 Q. All right, Mr. Potts (sic), you  
18 just answered a question for Mr. Holman  
19 about the name of your employer. How do  
20 you know that that was the name of your  
21 employer?

22 A. On the contract that I signed,  
23 that was it. That was the name of it.

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1 Q. And where is the contract that  
2 you signed?

3 MR. HOLMAN: We produced it.

4 MS. EADY: Did you?

5 MR. HOLMAN: It's in his  
6 personnel -- no, not -- previously to  
7 this.

8 MR. RADNEY: It's in the  
9 first --

10 MS. EADY: In the initial  
11 disclosures?

12 MR. HOLMAN: Yeah.

13 MS. EADY: Okay.

14 Q. Did you review that contract  
15 before this deposition?

16 A. No, ma'am.

17 Q. Okay. To get ready for this  
18 deposition -- and I don't want to know  
19 anything you talked about with your  
20 attorneys -- have you done anything  
21 besides that?

22 A. No, ma'am.

23 Q. Okay. When the black object



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1 came out from -- came out at the time of  
2 the wreck, why did you pull your vehicle  
3 to the left?

4 A. To avoid it.

5 Q. Thank you. Thank you for your  
6 time. That's it.

7 (A short break was taken.)

8 MR. HOLMAN: Would you mind  
9 going back and reading that question that  
10 I asked that Nancy objected to as being  
11 leading.

12 (Record read.)

13 (Discussion off the record.)

14  
15 FURTHER EXAMINATION BY MR. HOLMAN:

16 Q. Why did your observation vehicle  
17 report back that there were parked trucks  
18 and people standing around them on the  
19 side of the road?

20 A. Can you repeat it?

21 (Record read.)

22 THE WITNESS: Because that was  
23 their job. They were observing the area.

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1 of people standing by, you know, standing  
2 in the middle -- in the middle of those  
3 vehicles. You know, not like standing  
4 over by the buildings. But the vehicles  
5 are parked by the road. You got -- you  
6 got a big truck, and then there's a gap.  
7 And you got people standing there. You  
8 got another truck. You got a gap. You  
9 have people standing there. You have --  
10 this is several vehicles with gaps with  
11 people standing there. That's why they  
12 said this is a possible threat level.

13 Q. Okay.

14 A. I mean, that's what they had  
15 been trained to do.

16

17 FURTHER EXAMINATION BY MS. EADY:

18 Q. (By Ms. Eady) This was a truck  
19 stop where this happened?

20 A. It's hard to say. I mean, this  
21 is where trucks were stopped at. There  
22 was building behind it. It wasn't like  
23 Happy Boy's Truck Stop.

## **EXHIBIT D**

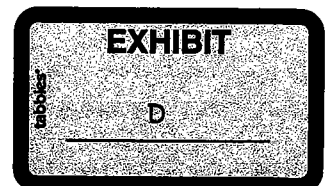
AFFIDAVIT

STATE OF TEXAS }

COUNTY OF TARRANT }

Before me, the undersigned notary public in and for the said state and county, personally appeared DAVID M. MOORE, who is known to me, and who being first duly sworn, deposed and said as follows:

1. My name is David M. Moore. I am over the age of majority, competent to testify, and possessed of personal knowledge of the matters stated herein.
2. I am an employee of DynCorp International LLC (DI). My current position is director of contracts for Field Technical Services. Except for three brief stays in the United States, I was DI's contracts manager in Iraq from October 2003 until May 2004. I am personally familiar with the contract covering the work involved with the automobile accident resulting in the lawsuit styled Potts v. Dyncorp and James McCants pending in the U.S. District Court for the Middle District of Alabama.
3. While I was contracts manager in Iraq, DynCorp negotiated with and subsequently entered into that contract with the Coalition Provisional Authority (CPA) to provide convoy security for convoys entering Iraq as part of the Oil for Food (OFF) program. The CPA, led by the United States Government, deemed such security services necessary because enemy insurgents were attacking the convoys to disrupt the OFF program.
4. Exhibit A attached herewith is a true and correct copy of the proposal DynCorp submitted to the CPA's Contracting Activity in response to the Statement of Work issued by the contracting authority.
5. Exhibit B attached herewith is a true and correct copy of the convoy security services contract, No. DABV01-03-0027, entered with the CPA's Contracting Activity on November 16, 2003. The contract incorporates the Statement of Work mentioned in the preceding paragraph.
6. Exhibits C, D, E, and F attached herewith are true and correct copies of contract modifications that, among other things, extended the contract period until December 26, 2004.
7. According to the Statement of Work beginning on page 4 of the contract marked as Exhibit B, paragraph 1.0, the United Nations Security Council established the OFF program in 1995 for the purpose of supplying humanitarian aid to the Iraqi people. Between 1996 and 2003, almost \$28 billion in



humanitarian supplies and equipment were delivered to Iraq. An additional \$7 billion was slated for delivery in the months following the contracting date. The CPA, through the Ministry of Trade would be managing and overseeing the OFF program, including the shipment of goods into Iraq.

8. The Statement of Work stated at paragraph 2.0 that the CPA's Ministry of Trade needed a Security Contractor to provide security for convoys entering Iraq and traveling Iraqi highways. Paragraph 3.0 said the convoys would be entering the country through Trebil on the Jordanian border, Al Walid on the Syrian border, Zakho on the Turkish border, and the Persian Gulf port of Umm Qasr. A CPA operation center in Baghdad would be responsible for logistics and coordination of the entire OFF program.

9. The CPA's Statement of Work set forth in the remainder of section 3 how the security program would be organized. It required the establishment of liaison teams and convoy support teams "that are armed with assault weapons and are mobile to escort high priority convoys as needed.". It also required DI to have a command and control cell to be stationed at CPA's operation center to coordinate CPA's operation center to coordinate with each border entry point team and coordinate convoys with the CPA operation center.

10. CPA required DI, in paragraph 5.3.2 of the Statement of Work "to provide wireless communications equipment, vehicles, life support and lodging for their employees, equipped facilities, and anything else necessary that would be required by each liaison team and convoy support team to perform their task."

11. Finally, paragraph 5.4 provided that "All travel will be coordinated with the MoT (CPA's Ministry of Trade)."

12. The contract provided at page 3 that DI would be authorized to purchase \$596,792 in weapons and ammunition.

13. DI established a site in Trebil for its liaison team and convoy support teams at the Jordanian entry site. DI subcontracted with World Wide Network Services (WWNS) to supply and maintain the contract-required radio equipment at Trebil and other sites so these sites could maintain communications with support teams escorting convoys as well as the command control cell at the CPA operation center, which became known as the Logistics Movement Control Center (LMCC).

14. The accident forming the basis of the Potts v. DynCorp lawsuit occurred while a security convoy was carrying two WWNS employees back to Baghdad after they had installed Codan high frequency radio equipment at the Trebil border site.

15. The Coalition Provisional Authority was the governing body established by the United States and its coalition partners to govern Iraq until an Iraqi

government could be organized. Once sovereignty was restored to the new Iraqi government, United States government agencies continued to monitor and oversee the humanitarian shipments program and its convoy security program.

16. The contracting officers with whom DI dealt in negotiating and Government as well as U.S. military personnel. The LMCC that coordinated the OFF program movements such the convoy to and from Trebil on the accident date, was staffed with government contractors, U.S. Government civilian employees, and U.S. military personnel.

17. The contract was subject to post-performance audit by the Defense Contract Auditing Agency, an agency of the U.S. Department of Defense that performs audits only upon military and other U.S. Government contracts.

18. The labor and payroll services for the performance of this contract were furnished by DynCorp International Free Zone LLC (DIFZ), an entity organized under the laws of the Emirate of Dubai.

19. Modification 0004 dated July 25, 2004 (Exhibit F) provided that references in the Statement of Work to the UN Oil for Food Program were replaced with "PCO and Office of Security Transition (OST)." PCO is the acronym for Project and Contracting Office. The Office of Security Transition was an arm of the Multi-National Security Transition Command-Iraq (MNSTC-I).

FURTHER AFFIANT SAITH NAUGHT.

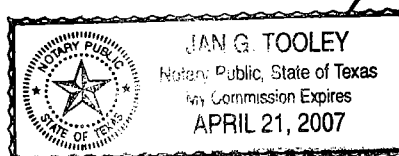
  
\_\_\_\_\_  
DAVID M. MOORE  
Director, Contracts  
Field Technical Services  
DynCorp International LLC

Sworn to and subscribed before me this the 19<sup>th</sup> day of September, 2006.

  
\_\_\_\_\_  
NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My commission expires: Apr. 21, 2007



MOORE AFFIDAVIT

EXHIBIT A

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 1 PAGES		
CONTRACT NUMBER		3. SOLICITATION NUMBER DABV01-03-R-0026		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 31OCT2003		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Contracting Activity Republican Presidential Compound Baghdad, Iraq, APO AE 09335		CODE		8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Republican Presidential Company, Rm M210</u> until <u>17:00</u> local time <u>06NOV2003</u> (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME PATRICIA G. LOGSDON		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 781 280 6382			C. E-MAIL ADDRESS		
<b>11. TABLE OF CONTENTS</b>									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
✓	A	SOLICITATION/CONTRACT FORM			✗	I	CONTRACT CLAUSES		
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
✗	C	DESCRIPTION/SPECS./WORK STATEMENT				J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS				
	E	INSPECTION AND ACCEPTANCE				K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE				L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	G	CONTRACT ADMINISTRATION DATA				M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS							
<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR DynCorp International LLC-a CSC company Al Massbah District, Sector 929, Rd 10, Bldg 356 Baghdad, Iraq		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Wilfred R. Kelly Sr. Director, Business Development			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 914 822-9062		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>		17. SIGNATURE <i>Wilfred R. Kelly</i>			18. OFFER DATE 6 Nov 2003		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)					
				28. AWARD DATE					

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

ANTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable.



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENTS BEING CONTINUED DABV01-03-R-0026	PAGES 2
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NAME OF OFFEROR OR CONTRACTOR  
DynCorp International LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CONTRACTOR WILL PROVIDE ALL PERSONNEL, EQUIPMENT, TRAINING AND MANAGEMENT NECESSARY TO SECURE THE OIL-FOR-FOOD PROGRAM GOODS BEING HAULED INTO THE COUNTRY OF IRAQ FROM ALL THE BORDER CROSSINGS FOR TURKEY, SYRIA, AND JORDAN AND THE PORT OF UMM QASR FOR A BASE PERIOD OF 6 MONTHS IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK.				
0001A	PROJECT MANAGEMENT, PARA 3.2	6	MO	\$89,789.00	\$538,732.00
0001B	LIAISON TEAMS, PARA 3.3	6	MO	\$18,904.00	\$113,425.00
0001C	SUPPORT TEAMS, PARA 3.4	6	MO	\$250,589.00	\$1,503,536.00
0001D	CONVOY TRACKING, PARA 3.5	6	MO	\$14,913.00	\$89,476.00
0001E	COMMAND AND CONTROL CELL, PARA 3.6	6	MO	\$25,997.00	\$155,979.00
0001F	TRAINING, PARA 3.7	6	MO	\$8,301.00	\$49,806.00
0001G	INSURANCE	6	MO	\$49,540.00	\$297,242.00
0002	STARTUP AND MOBILIZATION COSTS				
0002A	VEHICLES	43	EA	\$15,351.00	\$660,102.00
0002B	COMMUNICATIONS EQUIPMENT	1	LO	\$224,484.00	\$224,484.00
0002C	RECRUITMENT FEES	16	EA	\$2,544.00	\$40,701.00
0002D	PERSONAL PROTECTION EQUIPMENT	406	EA	\$1,111.00	\$451,091.00
0002E	WEAPONS AND AMMUNITION	1	LO	\$596,792.00	\$596,792.00
	<p>See Paragraph 41.b under Appendix B for information regarding option period up to 6 months.</p> <p>See Paragraph 8 under Appendix B for information regarding EVALUATION FACTORS for award. THESE FACTORS MUST BE ADDRESSED IN YOUR PROPOSAL TO BE CONSIDERED FOR AWARD.</p> <p>CPA Contracting Activity intends to award a firm fixed price contract with reimbursable startup and mobilization costs.</p>				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)  
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Security Services for the Implementation of UN Oil-For-Food Shipments

### **Technical Proposal Overview**

DynCorp International LLC (DI), offers the Ministry of Trade (MoT) through the Coalition Provisional Authority (CPA), the best possible value for the Oil-for-Food (OFF) Program designed to meet the humanitarian needs of the Iraqi people. We will meet and exceed the requirements of the solicitation based on the following criteria:

- Comprehensive approach to Request for Proposal Solicitation DABV01-03-R-0026 Statement of Work technical requirements for security services in the implementation of the United Nation's Oil-for-Food shipments throughout Iraq.
- Superior past and present performance, including Middle East security support relative to this solicitation.
- Cost effective pricing based on the needs of the MoT and CPA.

DI can meet the dynamic challenges of providing personnel and convoy security services for the MoT. DynCorp and its highly experienced personnel are prepared to immediately meet the major program challenges by providing:

- Sufficient infrastructure to rapidly respond to and supply security requirements in a hostile area.
- Current and first-hand knowledge of the Iraqi situation and operational environment.
- Sufficient U.S. former military security experts and experienced local nationals available to deploy in a timely manner for immediate and future tasks and unforeseen work surges.

Today, DI performs several services in Iraq that CPA requires. In addition to providing program management and our corporate responsibility to plan for and execute security missions, we provide:

- Perimeter and facility security services at the Baghdad Hotel, where recently our professionally trained local security guard force prevented the death of hundreds of people living and working in the hotel during a terrorist car bombing attempt.
- Convoy security services are performed on a regular basis between Kuwait and Baghdad, and other regions in Iraq escorting and protecting both personnel and material.
- Personal Protective Services for the Ministry of Justice personnel and corporate personnel regularly visiting Iraq.

DI has the capability and commitment to meet each challenge to the fullest satisfaction of the MoT and CPA. DI has the required infrastructure regional office in the Middle East. We have over 6,000 international managers and experienced technicians, and a full-time in-house recruiting department with regional recruiting partners around the world. Our regional office in Dubai, with business offices in Kuwait and Baghdad, will be directly responsible for this OFF program. We have successfully performed more than 20,000

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**Security Services for the Implementation of UN Oil-For-Food Shipments**

government contracts without a single default or removal for cause in its 57 years of contracting service

**Concept of Operations**

DI will establish a Project Management Office which will manage and support all security and support operations specified in the solicitation and discussed in the proposal. We will ensure that all of our personnel fully understand all program objectives and clearly define what constitutes success for MoT, CPA and DI. Our Program Manager is empowered with the authority to employ his resources in a responsive manner to ensure required support is provided without delay.

All project management personnel assigned to this project will be experienced in planning, coordinating, and implementing large scale international reconstruction and humanitarian assistance efforts in the area of security. DI will provide personnel who have prior military experience.

The Force Protection members will all be experienced in security services operations, and have operated in hostile work environments.

DI will provide wireless communications equipment to be used by the Liaison Teams, Support Teams, and Command and Control Cell. Vehicles to be used for convoy escorts will be 4-door sedans and 4X4 SUVs for other selected personnel.

Security Force members providing convoy escorts will be housed at the borders in modular living units. The project management staff will reside in local hotels.

**Work Plan**

The Program Manager and/or the DI Middle East Business Office Manager will provide to MoT within five (5) days of being awarded this contract a detailed work plan addressing all requirements of the Statement of Work of this solicitation, DABV01-03-0026. The work plan will outline in detail how we will accomplish the tasks of major equipment acquisitions, subcontracting local national security specialists to fill security guard/convoy escort positions, and operational issues associated with accomplishing the mission. The Program Manager will meet with the MoT to modify the work plan as needed to document all activities and purchases under this requirement.

**Project Management**

DI brings over 57 years of progressive experience establishing and managing contingency operations around the world. With our experience operating in the Middle East, Southwest Asia, and most recently in Iraq, we have the capability to emplace an effective and efficient Project Management team. We have selected fully qualified individuals to staff key positions, and will continue to select the best qualified personnel from fully qualified candidates as we fill the our project management and supervisory

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### Security Services for the Implementation of UN Oil-For-Food Shipments

teams. We have developed a lean program organization to ensure our management principles will provide outstanding service results, avoiding unnecessary layering between security personnel and the project management. Our management structure will closely manage all requirements to ensure efficient and effective accomplishment of all tasks and quality assurance reviews of reports.

Our key management team roles and responsibilities are as follow:

- **Program Manager (PM)** – is the Security Force Senior Manager and has overall responsibility for the entire program success and ensures that all requirements specified by MoT and CPA are met in the most efficient and cost effective manner with stringent emphasis on quality of service, delivery, and communication. The PM will coordinate, manage, and integrate services, which will include scheduling meetings, briefings, and quality control reviews to ensure the Statement of Work and the intent of MoT are being satisfied. The Program Manager is a seasoned leader and security expert.
- **Operations Support Manager (OSM)** – is the Assistant Security Force Manager and the acting PM in the absence of the Program Manager. The OSM is responsible for the day-to-day execution of security services at all sites including on-demand convoy escort guard services. The OSM is also responsible for compliance in the execution of all deployed processes and procedures as well as oversight of the operations, which includes security, quality control, and training.
- **Quality Control/Safety Specialist (QC)** – will exercise staff responsibility for the project to ensure contract quality compliance and safe operations, to include implementing and maintaining the quality control and safety programs; maintaining up-to-date quality control plans; ensuring safety procedures are in compliance with contract requirements and best industry practices; providing daily technical oversight of the quality control and safety programs; conducting routine inspections to assess compliance with safety and quality requirements and advising the Operations Support Manager and PM on required corrective actions; investigating all accidents and incidents to access root causes and recommend necessary actions; provide quality assurance and quality control reports as part of periodic program status reports and briefings; ensure execution of all deploying processes; track, follow up, and help to resolve issues and risks; and to escalate all quality and safety issues and/or risks beyond immediate control and capability for resolution.

### Liaison Teams

DI will provide a two person liaison team at each border crossing to coordinate security issues for truck convoys entering Iraq, ensuring that the convoy support teams are properly equipped, configured and ready to provide security for the convoy while they travel throughout Iraq. The liaison teams will be the main focus point of control at the border crossing sites. These teams will have direct contact to the Command and Control Cell.

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## Security Services for the Implementation of UN Oil-For-Food Shipments

**Support Teams**

DI will provide three (3) mobile support teams at each site consisting of (12) people per team in three convoy escort vehicles for a total of 48 personnel and 9 escort vehicles per border crossing point capable of providing security to multiple truck convoys crossing the border into Iraq. The teams will be based (reside) in modular cabins in close proximity to their respective border crossing point. Each team is identically configured and comprised of one Lead Escort Guard (Supervisor), three drivers (one of whom is also an interpreter), and eight armed Escort Guards. The support teams will be local nationals with security experience armed with assault weapons, and vehicles to escort designated high priority convoys as directed by the Command and Control Cell through the Liaison Teams.

**Convoy Tracking**

DI will provide a satellite based system to track convoy vehicles moving under escort. The system will provide real-time location, time slot, direction, speed, and estimated time of arrival for a single convoy or multiple convoy movement. The system allows communication by message between convoy and the Command and Control Cell during travel. The Command and Control Cell will be able to monitor all convoys either on a single screen or multiple screen monitor. The tracking system will provide:

- Widest possible coverage (satellite, wireless and terrestrial connections)
- 24/7 Service Center operation
- Automatic vehicle position on user PC
- Control over No-Go Zones by using geo-fencing.
- Two-way messaging system between user PC and escort vehicle
- Remote immobilization from user PC
- Two-way flow of data and control information
- Accurate asset location via GPS
- Rugged Industrial grade transceivers

**Command and Control Cell**

DI will establish a Command and Control Cell (CCC) inside the CPA Operation Center located at the Baghdad Convention Center. The CCC will manage, support, and coordinate with each border entry Liaison Team and the CPA Operation Center all convoys entering the borders. The CCC will be staffed from 0600 till 2300 hours daily. The CCC is the dedicated management control element of the project. This CCC is responsible for the overall coordination for convoy security operations from either of the four border crossings. The CCC will coordinate with the Liaison Teams the number of support teams required, security escort configuration, departure time of the convoy from the border and estimated time of arrival at destination point, the final destination, check-in points along the convoy route, rally points in case of problems, continuous tracking of the convoy, and possible safe-haven sites for additional security support in case of hostility. The CCC will brief MoT / CPA representatives convoy plans of execution, and

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periodic updates while the convoy is in transit in Iraq until the convoys reach their release point at the final destination.

**Training**

DI will train 40 Iraqi Ministries personnel in Iraqi convoy security techniques. DI has an approved and established training program that will be used to train the Iraqi Ministries personnel in Iraqi convoy security techniques. The training course will be conducted by certified security trainers with Arabic translators, and the training materials are written in both English and Arabic. DI will coordinate with the U.S. Military to provide the proper credentials to allow the selected personnel access to the Convention Center where the training will be conducted.

*NOTE: DynCorp International agrees with the terms, conditions, and provisions included in the solicitation.*

**Past and Present Performance****I.**

**Customer:** U.S. Department of State (Worldwide Police Protective Services Program)  
**Point-of-Contact:** Benita Williams, Contracting Officer  
**Phone Number:** 703-875-5429  
**Contract Number:** S-LMAQM-00-D-0027  
**Performance Date:** 3/2000 – 3/2005

**Description of Work:** Provided highly qualified and specially trained security personnel on short notice to protect U.S. Ambassadors, Special Envoys, and U.S. and foreign dignitaries in the Balkans, the Middle East, and Afghanistan. We were responsible for rapid, worldwide deployment of specially trained personnel for 24/7 personal security protection for governmental officials and other dignitaries. We are currently providing security services for President Karzal in Afghanistan.

**II.**

**Customer:** U.S. Department of State (International Police Program)  
**Point-of-Contact:** Vincent Chaverini, Jr., Contracting Officer  
**Phone Number:** 703-875-6645  
**Contract Number:** S-OPRAQ-96-C-0547  
**Performance Date:** 2/1996 – 2/2004

**Description of Work:** Provided law enforcement and logistics support to the DOS peacekeeping mission since 1996. Responding to critical time constraints, deployed more than 2,000 highly qualified technical, law enforcement, and logistics personnel to war-torn and remote sites in countries targeted by OTI such as Bosnia, Kosovo,



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Macedonia, east Timor, and mostly recently Afghanistan, to assist in returning democratic rule. We also provide comprehensive global logistics support for the International Police Program (IPP) equipment including in-country procurement from local vendors, transportation, and maintenance.

## III.

**Customer:** Ministry of Justice (MOJ - Personal Protection Services)  
**Point-of-Contact:** Frank V. Sharshel, Contracting Officer  
**Phone Number:** 781-280-6382  
**Contract Number:** DABV01-03-M-0010 and DAVO1-03-Q-0108  
**Performance Date:** 7/2003 – 1/2004

**Description of Work:** Provide 24 hours per day, 7 days per week personal protection services to 9 specified Iraqi judges, prosecutors and, officials. Be prepared with a reasonable notice to provide similar protection for additional specified Ministry of Justice personnel up to and including 15 persons. Provide coordination, management and integration of close protection team services, including scheduling meetings, briefings, event planning, travel routes, threat assessment and contingency planning for close protection team efforts.

## IV.

**Customer:** U.S. Department of State (Dept. of State Advisory Mission)  
**Point-of-Contact:** Michael Lasron, Contracting officer  
**Phone Number:** 703-875-5238  
**Contract Number:** S-LMAQM-03-C-0028  
**Performance Date:** 5/2003 - Present

**Description of Work:** Coordinate and provide routine vehicle convoys with security escorts between Kuwait and Baghdad. Provide personal protection and physical protection at the Baghdad Hotel which services as the residence for contractor personnel, Iraqi government officials, and international personnel.

## V.

**Customer:** Washington Group International (WGI - Reconstruct Iraqi Electricity)  
**Point-of-Contact:** Douglas F. Conklin, Senior Project Manager  
**Phone Number:** 208-386-5000  
**Contract Number:** DACA-78-03-D-0004  
**Performance Date:** 7/2003 - Present

**Description of Work:** Provide life support and security in Iraq for WGI operations including 4 camps. Provide close protection for contractors, conduct escorts for convoys

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and work details. Operate as security managers at power plants, and provide physical security for power plants and power substations.

**VI.**

**Customer:** Flour Intercontinental, Inc.  
**Point-of-Contract:** Steve Hedlund, Contracts Manager  
**Phone Number:** 703-351-1204  
**Contract Number:** 100070-0-K-00049  
**Performance Date:** 7/2003 - Present

**Description of Work:** Provide security services for the U.S. Forces, other U.S. government organizations and friendly foreign governments in various locations throughout CENTCOM's AOR that may be deemed necessary to support U.S. government interests. Provide close protection for the U.S. Army Corps of Engineers prime contractor - Fluor Intercontinental contractors working the power grid throughout Iraq. Provide convoy security, escort security, and personal security.



***DynCorp International***  
***Security Services for the Implementation of the UN Oil***  
***for Food Shipments***

**Quality Control Plan**

Submitted by  
**DynCorp International**

***DynCorp International***

**Security Services for the Implementation of UN  
Oil for Food Shipments**

**Quality Control Plan**

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## ***DynCorp International***

### **QUALITY CONTROL PLAN**

#### **1.0 INTRODUCTION**

DynCorp has earned a reputation for unsurpassed quality. We have built this reputation over more than a half a century of delivering outstanding support service. DynCorp is totally committed to improving quality in all aspects of our services. This commitment flows from the President of DynCorp International through managers and supervisors to each employee. Our philosophy is simple: Quality is everyone's business - we expect total dedication to continuous quality improvement on all of our support services programs. This philosophy is the primary focus of our performance on the Security Services for the Implementation of UN Oil for Food Shipments contract. Nothing less than total commitment to quality and quality improvement is acceptable.

Our concept of quality will stress:

- ✓ Quality Control (QC) is more than a set of procedures; it is the quest for constant improvement by every member of the DynCorp SGFS-Qatar team.
- ✓ Self-inspection is the foundation of our program. Trained personnel who have a clear understanding of the required standards will carry out these inspections.
- ✓ Lead Guard Supervisors, as well as the QC / Safety Specialist will continuously inspect the operation to both improve performance and to ensure that performance is to required standards.
- ✓ The QC / Safety Specialist will coordinate with managers and supervisors at all levels to ensure that improvements are implemented at the earliest opportunities.
- ✓ The QC / Safety Specialist is independent from the rest of the project organization and has direct access to the Contracting Officer Representative and the Project Manager, to ensure that quality issues receive appropriate management visibility.

We strive to build quality control into all of our work processes so that quality is so deeply embedded in each employee that it is an instinctive action. Our approach to quality is built on these five principles:

*1. Customer Satisfaction* - all employees will continuously strive to meet customer requirements and exceed them whenever possible.

- ✓ Create an attitude that places requirements and expectations of the customer FIRST.
- ✓ Know the customer, their requirements and expectations.
- ✓ Design and improve processes to meet those requirements and expectations.

## ***DynCorp International***

2. *Respect for people* - demonstrate by management to all of our employees and customers.

- ✓ Keep people informed and involved. Let them know how they and their job fits into the overall program.
- ✓ Use training to allow people to perform to their highest ability.
- ✓ Create a sense of purpose for all the tasks assigned to employees. This will motivate people to perform.
- ✓ Listen to ideas and comments of the employee.
- ✓ Provide a system to respond to employee and customer comments and ideas.

3. *Management by fact*. This is the only way for a Total Quality Management (TQM) Quality Process Improvement (QPI) program to work.

- ✓ Collect and analyze relevant data to ensure that findings are valid.
- ✓ Base decisions on objective data and qualitative findings.
- ✓ Set goals based on this data and provide a system to let you know when these goals have been met.

4. *Continuous improvement*:

- ✓ Is the cornerstone of customer satisfaction.
- ✓ Is everyone's responsibility
- ✓ Requires corporate support
- ✓ Requires strong leadership from all managers and supervisors
- ✓ Focuses upon improving the process at every step
- ✓ Has no acceptable level of defects.
- ✓ Reduces costs to both the Company and the Customer.

5. *Integrity-Ethics and honesty*. Guide posts to all company actions.

- ✓ These principles flow from the top management down.
- ✓ They are our commitment to conducting business in an ethical and socially responsible manner.

Our quality culture stresses constant focus on customer requirements while maintaining a continuous effort to improve our level of service. The concept - quality is inherent in every function. We do not try to inspect quality into our performance. Every manager, supervisor, and employee is charged with the responsibility of understanding what is expected of them and what are the quality standards of their position.

We expect every employee to share our commitment. Managers, supervisors, and leads are expected to assist in improving the quality process by translating employee commitment into performance.

To direct and control our Quality program we will use;

***Standard Operating Procedures (SOPs)***: These procedures will be used to clearly

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define duties, responsibilities, specific methodologies, and directions for personnel performing specific tasks. They provide company-approved procedures and work instructions. These procedures are "living documents". They will be reviewed and revised continuously as the project matures.

***Quality Control Plan:*** This plan will serve as the standard for Quality Control throughout the contract. It provides guidance to ensure that quality control procedures are understood and followed in all Performance Work Areas (PWAs). The Quality Plan, just like the SOPS, will be a dynamic document to allow for project growth.

### **2.0 PURPOSE:**

This plan will provide for procedures and define responsibility for the operation of our Quality Control Program. It establishes comprehensive and detailed procedures for:

- ✓ Monitoring of the work process in a timely and proactive manner.
- ✓ Identifying potential and actual problem areas.
- ✓ Allowing for corrective action to address deficiencies.
- ✓ Ensuring performance to contract standards and providing for continual improvement.

### **3.0 GOALS and POLICIES:**

DynCorp is committed to achieving continuity in quality performance. The primary goal is total satisfaction of the customer. We will design quality into every procedure and process rather than inspecting quality into our work. The Quality Control program is independent from all other parts of the organization. The QC/Safety Specialist reports directly to the Project Manager (PM). The Director of Quality & Safety, DynCorp, Fort Worth, Texas and his staff are available for any technical assistance, if required. All employees are responsible for the performance of their assigned duties in the highest quality. The following policies reflect our approach to quality.

- ✓ *The Project Manager (PM)* has the ultimate responsibility for quality. The PM will hold the QC/Safety Specialist accountable for the execution of all aspects of the SGFS-Qatar QC Plan.
- ✓ *The QC QC/Safety Specialist* is independent of all other management influences. The PM and the QC/Safety Specialist will:
  - Meet both formally and informally to coordinate the QC program.
  - Coordinate with the management staff to ensure that all QC requirements are fully understood and complied with for the entire workforce.
  - Use experience and proven QC tools in the performance of his job. PWAs will be evaluated continuously to ensure that performance and procedures are of the highest quality level.
  - Provide Quality training and guidance to the workforce through both formal and informal classes and instruction.

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### ✓ *All DynCorp management staff and supervisors will:*

- Take required action for failure to comply with policies, instructions, and procedures by personnel under their control.
- Assist the QC/Safety Specialist as required.
- Coordinate corrective actions and investigations within their area of responsibility.

## **4.0 RESPONSIBILITIES.**

### ***4.1 Project Manager (PM)***

The PM is ultimately responsible and accountable for implementation compliance of the quality control requirements of the contract. The PM may request assistance, at any time from the Director of Quality and Safety, DynCorp AT, Fort Worth, Texas in the area of technical information. The PM is directly responsible and accountable to the Vice-President of DynCorp Middle East & Africa region for the proper execution of the Quality Control Plan for the security services on this project. The PM supervises the QC/Safety Specialist, oversees work activities, and monitors execution of the QC Plan through frequent visits to the work site. The PM and the QC/Safety Specialist will be required to analyze any new task received from the customer to determine what quality control actions are required.

### ***4.2 Quality Control/Safety Specialist (QC/S)***

The QC/Safety Specialist is responsible for the daily execution of the Quality Control Plan and supervising all QC activities. The QC/S's primary responsibility is to ensure the highest quality performance through the administration of a planned program of surveillance, inspection, and follow-up inspections of each task required by the SGFS-Qatar contract.

The QC/S will meet with the PM at a scheduled time for the purpose of advising the PM of the status of quality control program. The QC/S has Stop-Work authority for all situations concerning imminent personnel safety and potential equipment damage. The QC/S has direct and open communication with the Director of Quality and Safety, DynCorp AT, Fort Worth, Texas concerning any quality control or safety issue that can not be handled locally or any questions of a technical nature.

The main responsibilities of the QC/S are:

- ✓ Keeping the PM fully informed concerning the status of the Quality Control Program, to include recommendations and suggestions for improvement.
- ✓ Notify the PM on matters concerning quality performance and contract compliance.
- ✓ Execute and direct the QC Plan for the SGFS-Qatar Project.
- ✓ Administer and manage the customer feedback program.
- ✓ Monitor the customer complaint section of the customer feedback program to ensure that all customers reported discrepancies are recorded, investigated and

## ***DynCorp International***

corrected.

- ✓ Prepare and deliver all quality control reports and responses to Corrective Action Requests to the ACO, as required.
- ✓ Maintain all QC / Safety records, reports, checklists and investigation results.
- ✓ Continually monitor checklists and self-inspection sheets for timeliness.
- ✓ Review all inspection checklists for adequacy.
- ✓ Perform scheduled and unscheduled inspections of PWAs.

A critical aspect of the Quality Control program is the follow-up inspections of new procedures, corrective actions, and preventive actions to ascertain if the desired results have been attained. It is considered important that all supervisors and leads keep quality activities in focus.

The Quality Control Program (QCP) will be reviewed to ensure that DynCorp is delivering to the customer the highest level of quality. The standards and procedures must be understood at all levels, particularly at the PWA level, where the actual work is performed. The QC/S will provide a system for the employees to submit suggestions for improvement. This system will allow for the qualified personnel on the project to review the suggestion and for the employee to receive direct feedback.

### ***4.3 Management Staff and Supervisors.***

Management staff and supervisors are responsible for ensuring that each employee under their control performs to the best of their ability and according to standards. To achieve this end, they will be required to monitor their employees as to the quality of their work and to bring to the attention of the QC/Safety Specialist any discrepancies, which are beyond their control to correct. They are charged with:

- ✓ Completing self-inspections. This can be accomplished during performance of their routine duties.
- ✓ Investigate and review all corrective action requests made to them.
- ✓ Assist in the formulation and execution of corrective actions.
- ✓ Report all discrepancies that, once identified, are beyond their control to repair.
- ✓ Submit reports in a timely manner as required by the QC/safety Specialist or Project Manager.

### ***4.4 Employees***

All employees are responsible for understanding their jobs and the level of quality required. They are also responsible for the proper use, maintenance, and control of all DynCorp and Government property in their control that is required to perform their jobs. All employees are required to strive for continuous improvement in the performance of their assigned tasks.

### ***4.5 Subcontractor Performance***

Any subcontractor is required to perform to the same high standards as DynCorp



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employees. Periodic inspections and checklists will be used to monitor subcontractor performance. The quality of product or services provided by a subcontractor will be watched. This monitoring shall be performed by a joint effort of the QC/Safety Specialist and the Senior Director (SD) of our office in Baghdad. The Senior Director will be the coordinating authority for all project subcontracts. This teaming arrangement shall consist of the following procedures:

- ✓ The QC/S will monitor the subcontractor to ensure compliance to the contract and to required work performance.
- ✓ The SD administers the contract. The QC/S ensures compliance to standards and to the contract.
- ✓ The QC/S will review all inspection checklists used by the subcontractor for compliance to the contract and any SOPs.
- ✓ The QC/S, with assistance from the SD will develop any required checklists as the need arises.
- ✓ All subcontractors are subject to the provisions of this QCP. In the event there is a conflict between the subcontractor's requirements and this QC/S, the contract shall prevail until either the plan or the contract is amended.

### **5.0 SYSTEMS, PROCEDURES, AND MEASURES.**

Quality Control requirements shall be addressed in each SOP that is developed for this project. The QC/S shall be responsible for the verification monitoring, and inspection of the services provided to the customer. The Managers and Supervisors of the PWA shall retain the responsibility for the performance of these services.

The QC/S shall use the following methods to verify and monitor the range of services performed under the SOFS-Qatar contract:

- ✓ *Direct and indirect communication* with the customer. A free and open exchange with the customer facilitates early identification of potential problem areas and the prompt correction of these potential problems.
- ✓ *Corrective Action Requests (CAR)*. One of the most important aspects of a CAR program is the formation of an audit trail concerning found discrepancies. Once issued, the CAR requires a response within a predetermined time frame. In this case, the suspense date is five (5) working days from the receipt of the notification.
- ✓ *Inspections and audits* formal and informal, announced and unannounced. Inspections are backbone of our Quality Control Program. They are performed by the QC/S at anytime during the workday. A detailed inspection checklist is used to record findings and any discrepancy found will be addressed immediately.
- ✓ *Customer feedback*. The Customer Comment program allows for direct access to the DynCorp management staff. This allows for prompt reaction to a perceived problem.
- ✓ *Documentation control*. All inspection checklists, audit reports, process improvement suggestions, customer comments, and any CARs will be retained on file by the QC/S. These files will be made available, upon request to the customer.



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- ✓ *Follow-up inspections.* A discrepancy noted on an inspection will be re-inspected to ensure corrective action has been taken and that the corrective action taken was the correct one,
- ✓ *Internal audits.* Internal audits will be used extensively to survey out operation. Audits will be performed on a random, unannounced basis's. The audit findings will be used to fine-tune our Systems, procedures, and standards- Internal audits are a proven means to evaluate work performance and to alert us as to needed changes in a process or procedure.

The QCP emphasizes prevention of discrepancies and a system of corrective action, once a discrepancy is identified. A successful Quality Control Program works a system of well-defined standards of performance parameters and adequate data gathering and analysis. Performance parameters and defined standards are incorporated into every performance procedure, SOP, and inspection / audit checklists.

Our program makes use of these proven Q/C tools.

- ✓ *Trend analysis.* Trend analysis will be used to predict changes in the performance level before they become a problem.
- ✓ *Customer feedback.* The voice of the customer will be used to ensure that the path we have taken is the one the customer requires us to be on.
- ✓ *Statistical Process Control (SPC).* SPC allows for the quantifying of data collected through the inspection process
- ✓ *Process Improvement Programs.* Continuous improvement is the goal of any dynamic QC program.
- ✓ *Corrective Action Requests (CAR).* This program requires timely responses to found discrepancies and provides a venue for corrections, both immediate and long terms.
- ✓ *Quality Control Training.* Ensuring that all employees are fully aware of the standards and the requirements of their position. Some of the topics to be covered are; the mission and function of the escort guard force, basic first aid response, report writing, Rules of Force, weapons operations and maintenance, vehicle search procedures, threats, and communications.

### **6.0 OVERALL PROJECT MANAGEMENT AND ADMINISTRATION.**

The Quality Control surveillance procedures for this section will consist of the following programs:

- ✓ *Planning.* The Project Manager, Supervisors, and staff personnel will perform frequent analysis of the Statement of Work (SOW) and customer requirements which their activities support.
- ✓ *Organizing.* The Operations Support Manager and Supervisors will be tasked to ensure that their section is in compliance with all contract requirements.
- ✓ *Controlling.* All supervisors will be responsible for the controlling of all work flow to task completion and to issue specific instructions to their employees to ensure performance to set standards.

## ***DynCorp International***

- ✓ *Administering.* Records of all tasks completed will be maintained for historical reference. These records will be made available for QIC inspection.

### **7.0 SUMMARY**

DynCorp is committed to Total Quality Service, from the beginning of a contract through phase-out. Quality performance and quality management is at the heart of all we do. The DynCorp Security Services for the Implementation of UN Oil for Food Shipments Quality Plan will ensure effective and efficient contract performance. We place priority on quality support to the customer in all phases of contract execution. We expect all DynCorp personnel, from the Corporate Base to the work location, from the Project Manager down to each employee, to maintain total quality awareness. Our goal is nothing less than Total Quality in all we do.

## **ABBREVIATED RESUMES**

### **Program Manager**

#### **GUY D. IRVIN**

**Summary of Qualifications:** Mr. Guy D. Irvin is a detailed-oriented professional with over 16 years of experience in national security operations including management, training, policy development, and strategic planning. He served 16 years in the United States Army as a Special Forces Noncommissioned Officer, and Special Forces Commissioned Officer. Additionally, he has held several key corporate management positions. A dedicated professional with a diverse background, Mr. Irvin is a strong leader, manager, and organizer.

### **Professional Experience**

**Most Recent Position:** Mr. Guy is the Business and Program Manager for a music production firm, where he is responsible for developing marketing strategies for independent and feature film custom music acquisitions and implementation. He is also responsible for managing all project budgets and subcontracts.

**Previous Positions – Military:** Mr. Guy served his first four years in the U.S. Army as a Special Forces Engineer Sergeant at Fort Bragg, NC, where he performed and taught classes in target analysis; security operations; countermeasures; improvised munitions; explosives; expedient demolitions; booby-traps and advanced ground combat operations to the indigenous populace of various foreign nations in support of their internal security and defense programs and against threatening neighbor nations and states. Additionally, his last 12 years in the Army he served in various locations to include Asia, South America, and the Pacific Rim Countries as a Special Forces Detachment (Scuba) Commander, Special Forces Operations Officer, and Special Forces Executive Officer and Company Commander. In these position he led and supervised numerous Special Forces members; planned, organized, and executed several indigenous operations, and consulted with foreign government and US officials on potential security threats with emphasis on terrorism and counter-terrorism measures. Also, he taught Special Operations Techniques in Close Quarters Battle. He is a Martial Arts Master Instructor.

**Education:** Mr. Guy has a Bachelor of Arts Degree in Sociology from the University of the State of New York, with a Minor in Political Science.

## **Operations Support Manager**

### **JAMES MCCANTS**

**Summary of Qualifications:** Mr. James McCant is a professional security professional who possesses vast leadership skills. His professional career has given him the opportunity to display his skills, and ability across the corporate structure.

### **Professional Experience**

**Most Recent Position:** Mr. McCants was a Security Specialist for the Atlanta Braves Professional Baseball League where he was in charge of the security electronic surveillance section. He also was the Lead Security Specialist for the Atlanta Hawks Professional Basketball Team and Atlanta Thrashers Hockey Team.

**Previous Positions – Military:** Mr. McCant served 12 years in the in the United States Army as a Special Forces Noncommissioned Officer at Fort Bragg, NC where he supervised a 15-man Special Operations Team on several indigenous missions.

## **Command and Control Cell Manager**

### **John Steven Day**

### **General Experience**

Served in 10<sup>th</sup> Special Forces Group at Fort Devens, MA. Served as Operations Sergeant, Instructor, and Cadre Team Sergeant for a Special Forces student Operational Detachment at Camp Mackall, NC. and as Special Operations Evaluator/Liaison NCO at Fort Bragg, NC. Attended Basic Law Enforcement Training at Central Carolina Community College in Sanford, NC. Served as a certified, uniformed, armed security officer for C & C International Security and Investigative Services, Granite Falls, NC. Also served as Reserve Deputy Sheriff for Caldwell County Sheriff's Department, Lenoir, NC and later full time as a Deputy Sheriff in the Patrol Division.

### **Protective Security Specific Experience**

As a certified, uniformed, armed security officer from September 1995 through April 1997, proved escort PSD escort for Local Government Employees Federal Credit Union representatives to Catawba, Alexander, Burke, and Caldwell County (North Carolina). Locations.

**Instructor Qualifications**

Upon completion of Instructor Training Course at Fort Bragg, NC in October 1992, instructed Infiltration/Exfiltration.

**Defensive Driving Experience and Training**

Experience: 5 ½ years as Deputy Sheriff assigned to the Patrol Division

Training: Emergency Vehicle Operator – April 1997

Basic Law Enforcement Training – March 1995

**MOORE AFFIDAVIT**

**EXHIBIT B**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER DABV01-03-C-0027	3. SOLICITATION NUMBER DABV01-03-R-0026	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 31OCT2003	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CPA - Contracting Activity Republican Presidential Compound Baghdad, Iraq, APO AE 09335		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Republican Presidential Company, Rm M210 until 17:00 local time 06NOV2003

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME PATRICIA G. LOGSDON	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 781	NUMBER 280	EXT. 6382

11. TABLE OF CONTENTS				
(X)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE				
X	A	SOLICITATION/CONTRACT FORM		
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		
X	C	DESCRIPTION/SPECS./WORK STATEMENT		
	D	PACKAGING AND MARKING		
	E	INSPECTION AND ACCEPTANCE		
	F	DELIVERIES OR PERFORMANCE		
	G	CONTRACT ADMINISTRATION DATA		
	H	SPECIAL CONTRACT REQUIREMENTS		
PART II - CONTRACT CLAUSES				
X	I	CONTRACT CLAUSES		
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
	J	LIST OF ATTACHMENTS		
PART IV - REPRESENTATIONS AND INSTRUCTIONS				
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	M	EVALUATION FACTORS FOR AWARD		

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

2. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR DYNCORP INT'L LLC - a CSC Company Al Massbah District, Sector 929, Rd 10, Bldg 356 Baghdad, Iraq	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Wilfred R. Kelly Sr. Director, Business Development
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 914 822-9062	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>
17. SIGNATURE <i>Wilfred R. Kelly</i>	18. OFFER DATE 16 Nov 03

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 0001 - 0002E	20. AMOUNT \$4,721,337.00	21. ACCOUNTING AND APPROPRIATION PRB #539, Allocation Req #37
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) Same as Block 7	25. PAYMENT WILL BE MADE BY CPA - CFO Republican Presidential Compound Baghdad, Iraq	26. NAME OF CONTRACTING OFFICER (Type or print) PATRICIA G. LOGSDON
27. UNITED STATES OF AMERICA <i>Patricia G. Logsdon</i> (Signature of Contracting Officer)	28. AWARD DATE 16 Nov 03	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Continuation Sheet

1. This contract hereby incorporates by reference the proposal submitted by DynCorp International with all price extension corrections.
2. Performance period will begin on 1 Dec 03 for the basic 6 month period ending on 31 May 04.
3. If option periods are to be exercised (1 to 6 months), a preliminary notice of intent to exercise option will be issued to the contractor within 10 days of contract expiration. This notice does not commit the Government to an extension. If the Government does extend the contract for the next period, it will be done by modification within 3 days of contract expiration. Please refer to Clause 41.b., Option to Extend the Term of the Contract, as included in Appendix B of this contract.



CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGES	
NAME OF OFFEROR OR CONTRACTOR DYNCORP INTERNATIONAL		DABV01-03-R-0026 DABV01-03-C-0027		2	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONTRACTOR WILL PROVIDE ALL PERSONNEL, EQUIPMENT, TRAINING AND MANAGEMENT NECESSARY TO SECURE THE OIL-FOR-FOOD PROGRAM GOODS BEING HAULED INTO THE COUNTRY OF IRAQ FROM ALL THE BORDER CROSSINGS FOR TURKEY, SYRIA, AND JORDAN AND THE PORT OF UMM QASR FOR A BASE PERIOD OF 6 MONTHS IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK.				
0001A	PROJECT MANAGEMENT, PARA 3.2	6	MO	\$89,789.00	538,734
0001B	LIAISON TEAMS, PARA 3.3	6	MO	\$18,904.00	113,424
0001C	SUPPORT TEAMS, PARA 3.4	6	MO	\$250,589.00	1,503,534
001D	CONVOY TRACKING, PARA 3.5	6	MO	\$14,913.00	89,478
0001E	COMMAND AND CONTROL CELL, PARA 3.6	6	MO	\$25,997.00	155,982
0001F	TRAINING, PARA 3.7	6	MO	\$8,301.00	49,806
0001G	INSURANCE	6	MO	\$49,540.00	297,240
0002	STARTUP AND MOBILIZATION COSTS				
0002A	VEHICLES	43	EA	\$15,351.00	660,093
0002B	COMMUNICATIONS EQUIPMENT	1	LO	\$224,484.00	224,484
0002C	RECRUITMENT FEES	16	EA	\$2,544.00	40,704
0002D	PERSONAL PROTECTION EQUIPMENT	406	EA	\$1,111.00	451,066
0002E	WEAPONS AND AMMUNITION	1	LO	\$596,792.00	596,792
	See Paragraph 41.b under Appendix B for information regarding option period up to 6 months.				
	See Paragraph 8 under Appendix B for information regarding EVALUATION FACTORS for award. THESE FACTORS MUST BE ADDRESSED IN YOUR PROPOSAL TO BE CONSIDERED FOR AWARD.				
	CPA Contracting Activity intends to award a firm fixed price contract with reimburseable startup and mobilization costs.				

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STATEMENT OF WORK  
SECURITY SERVICES FOR THE IMPLEMENTATION  
OF UN OIL-FOR-FOOD SHIPMENTS

### 1.0 Project Background

The Oil-for-Food (OFF) Program was designed to meet the humanitarian needs of the Iraqi people. It was established in 1995 by the UN Security Council and implemented in 1996. Almost \$28 billion worth of humanitarian supplies and equipment were delivered to Iraq under the OFF Program between 1997 and 2003; seven billion dollars in additional supplies are being delivered on a priority basis in the coming months, with a likely end delivery date in mid-2004. Goods delivered under the OFF program represent a broad spectrum of humanitarian needs – ranging from vaccines to agricultural equipment to power generators. The Coalition Provisional Authority (CPA) through the Ministry of Trade (MoT) will be managing and overseeing the OFF program including the shipment of goods coming into Iraq.

### 2.0 Objectives

MoT needs to retain a Security Contractor to provide a security program for OFF shipments entering Iraq. The security program will include security for trucking convoys traveling on Iraqi highways. The Contractor will provide security advisors and planners to facilitate, coordinate and execute security requirements and contingent requirements.

### 3.0 Work Requirements

MoT is requesting prices for the security aspect of transportation into Iraq under the OFF Program. Border entry points include the port of Umm Qasr, Zakho near Turkey, Al Walid near Syria, and Trebil near Jordan. Goods will be entering Iraq in truck convoys that could be up to 50 trucks or more. There will be a CPA operation center located in the Convention Center in Baghdad that will be responsible for logistics and coordination of the entire OFF program.

#### 3.1 Task: Work Plan

The Contractor is to provide to MoT within five (5) days of being awarded this contract a detailed work plan. The work plan will outline how to accomplish the tasks listed below as well as outlining necessary major equipment acquisitions, subcontracts and operational issues associated with this effort. The MoT and Contractor Program Manager shall modify the work plan, as required, to document all activities and purchases under this requirement.

#### 3.2 Task: Project Management

3.2.1 Develop a management structure that will closely manage this effort to ensure efficient and effective accomplishment of all tasks and quality assurance review of support.

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3.2.2 Provide coordination, management, and integration services, including scheduling meetings, briefings, and quality control reviews to ensure the statement of work and the intent of MoT is being satisfied.

### 3.3 Task: Liaison Team

The Contractor is to provide a liaison team consisting at a minimum, two (2) people at each of the four border entry points. The liaison team will coordinate security issues for truck convoys entering Iraq.

### 3.4 Task: Support Teams

The Contractor is to provide support teams that are armed with assault weapons and are mobile to escort high priority convoys as needed. There will be three (3) teams based at each of the four border entry points. Each convoy support team will consist of a minimum of two (2) vehicles with three to four persons per vehicle. Each vehicle will be equipped with adequate communications.

### 3.5 Task: Convoy Tracking

The Contractor will provide a system of tracking convoys that are not being escorted. A satellite based system will be employed to provide "real time" location of convoys or high priority shipments. The Contractor shall provide enough tracking equipment for a minimum of 16 convoys per day total.

### 3.6 Task: Command and Control Cell

The Contractor is to provide and staff a command and control cell responsible for coordinating with each border entry point team and to coordinate convoys with the CPA operation center. The command and control cell is to be located inside the CPA operation center at the Convention Center in Baghdad and staffed from 0600 till 2300 hours daily.

### 3.7 Task: Training

The Contractor shall develop and implement a training program to train Iraqi convoy security techniques to the Iraqi Ministries. The course will be conducted in Baghdad and will consist of 40 hours worth of instruction. The cost must include manuals and teaching aids written in both English and Arabic. Instructors must have Arabic translators to conduct classroom instruction. All training is to be conducted at the CPA operation center inside the Convention Center. It will be the responsibility of the Contractor to arrange with the US Military on providing each Iraqi student the necessary security requirements so they can enter the Convention Center daily for the duration of the course. Contractor should be prepared for one class of approximately 40 students.

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#### 4.0 Deliverables

The Contractor shall provide a monthly work summary to the MoT and Contracting Officer by the 15<sup>th</sup> of each month. Contractor format to be approved by COR.

#### 5.0 Supporting Information

5.1 Period of Performance. All tasks are a 6 (six) month base effort with an option to renew up to an additional 6 months.

##### 5.2 Personnel Qualifications:

5.2.1 Project Management Team: All personnel must have experience in planning, coordinating and implementing large scale international reconstruction and humanitarian assistance efforts in the area of security. Additionally, contractor personnel must have prior military experience. All team members must undergo due diligence and positive vetting by the Contractor to include a positive background check of criminal history.

5.2.2 Force Protection: All FP members must be experienced in security services and have operated in hostile work environments. A wide variety of specialist skills must be provided for to include mobile and static security, land navigation, signals, medics, evasive driving, convoy operations, route reconnaissance, set up of traffic control points, weapon handling and civil disturbance control. All team members must undergo due diligence and positive vetting by the Contractor to include a positive background check of criminal history.

##### 5.3 Facilities and Equipment:

###### 5.3.1 CPA Furnished Services and Equipment

CPA will only provide office space and security for the operation center.

###### 5.3.2 Contractor Provided Equipment and Services

The Contractor is to provide wireless communication equipment, vehicles, life support and lodging for their employees, equipped facilities, and anything else necessary that would be required by each liaison team and convoy support team to perform their task. The Contractor is to provide all the necessary equipment and furnishings for the command and control cell to complete the tasks of this statement of work.

5.4 Travel: All travel will be coordinated with the MoT.

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**CONTRACT AND GRANT PROCEDURES  
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND  
DEVELOPMENT FUND FOR IRAQ**

**Standard Terms and Conditions for Solicitations and Contracts in Excess of \$5,000**

**APPENDIX B**

**Solicitation Terms and Conditions**

1. **Submission of Offers.** The contractor will submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in the solicitation. Offers may be submitted on letterhead stationery or as otherwise specified in the solicitation. At a minimum, offers must show:

- a. The solicitation number.
- b. The time specified in the solicitation for receipt of offers.
- c. The name, address, and telephone number of the offeror.
- d. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
- e. Terms of any express warranty.
- f. Price and any discount terms.
- g. Payment address (if different from mailing address)
- h. Acknowledgment of solicitation amendments (if any)
- i. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers, and other relevant information)
- j. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

2. **Period for Acceptance of Offers.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

3. **Product Samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense, and returned at the sender's request and expense, unless they are destroyed by preaward testing.

4. **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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5. **Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

a. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Contracting Officer designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1630 hours, local time, for the designated contracting office on the date that offers or revisions are due.

b. Any offer, modification, revision, or withdrawal of an offer received at the contracting office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and

1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the contracting office not later than 1700 hours one working day prior to the date specified for receipt of offers, or

2) there is acceptable evidence to establish it was received at the location designated for the receipt of offers and was under government control prior to the time set for receipt of offers, or

3) if the solicitation was a request for proposals, it was the only proposal received.

c. However, a late modification of an otherwise successful offer that makes the offer's terms more favorable to the contracting organization issuing the solicitation will be considered at any time it is received and may be accepted.

d. Acceptable evidence to establish the time of receipt at the contracting office includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of contracting office personnel.

e. If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the contracting office designated for receipt of offers by the exact time specified in the solicitation, and urgent requirements preclude amendment of the solicitation or other notice of the extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume.

f. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

6. **Contract Award.** The Contracting Officer intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Contracting Officer reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Contracting Officer may reject any or all offers if such action is in the public



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interest; accept other than the lowest-priced offer; and waive informalities and minor irregularities in offers received.

7. **Multiple Awards.** The Contracting Officer may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the schedule, offers may not be submitted for quantities less than those specified. The Contracting Officer reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

8. **Evaluation.** The Contracting Officer will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the contracting activity, price and other factors considered. The following factors shall be used to evaluate offers.

A. Past Performance based on information submitted with proposal. Provide at least 5 previous contracts for the same or similar type requirements. Information should include a description of the work performed, a point of contact for the company you worked for, a current phone number, the contract number (if there was one), and the name of the company you were performing the work for. **Past performance should be listed on no more than 2 pages.**

B. Technical Proposal including your plan for performing the requirements of the solicitation, equipment to be utilized, housing facilities, and quality control plan, **NOT TO EXCEED 20 PAGES.**

C. Experience of the top 3 key personnel who will be performing on this contract. Substitutions of personnel after award will not be allowed without the prior written approval of the contracting officer or his/her representative. **Resumes should be limited to not more than 2 pages each.**

D. Price will not be given a value, however it will be evaluated for reasonableness and as Past Performance, Technical Proposal and Experience are determined to be substantially equal, price could be the determining selection factor.

9. **Options.** The Contracting Officer will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Contracting Officer may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Contracting Officer to exercise the option(s).

10. **Notice of Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance of the offer, shall result in a binding contract without further action by either party. Before the offer's scheduled expiration time, the Contracting Officer may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

11. **Protests.** A contractor wishing to object to the terms of a solicitation, the termination of a solicitation, the award of a contract, or the termination of the award of a contract, shall present

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the matter to the Contracting Officer for an initial decision. The contractor shall state to the Contracting Officer the basis for the protest. If the contractor does not agree with the Contracting Officer's initial decision, the Contractor may appeal the initial decision to the Head of Contracting Activity, CPA, for resolution. The decision of the Head of Contracting Activity, CPA, shall be the final decision in the matter.

12. **Evaluation of Foreign Currency Offers.** If the Contracting Officer receives offers in more than one currency, the Contracting Officer will evaluate offers by converting the foreign currency to United States currency using \_\_\_\_\_ rate in effect on the date specified for receipt of offers, if award is based on initial offers, or, if award is based on revised offers, on the date specified for receipt of proposal revisions.

### Contract Terms and Conditions

13. **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contracting Officer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Contracting Officer may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Contracting Officer must exercise the post-acceptance rights:

- a. Within a reasonable time after the defect was discovered or should have been discovered, and
- b. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

14. **Assignment.** The Contractor shall not assign, transfer, or make any other disposition of this Contract, or any part thereof, without the prior written consent of the Contracting Officer.

15. **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

16. **Disputes.** This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S. Code, Sections 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the United States Federal Acquisition Regulation Clause 52.233-1, Disputes, which is incorporated herein by reference except that appeals from final decisions of a Contracting Officer may only be appealed to the U.S. Armed Services Board of Contract Appeals (ASBCA). The decision of the ASBCA shall be final. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

17. **Excusable Delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Governmental activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of



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any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

18. **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice if authorized) to the address designated in the contract to receive invoices. The invoice must include:

- a. Name and address of the Contractor.
- b. Invoice date and number.
- c. Contract number, contract line item number, and, if applicable, the order number.
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered.
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a bill of lading.
- f. Terms of any discount for prompt payment offered.
- g. Name, title, and phone number of person to notify in event of defective notice.

19. **Patent Indemnity.** The Contractor shall indemnify the Government agency involved in this contract and its officers, employees, and agents against liability, including costs, for actual or alleged direct or indirect contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

20. **Payment.** Payment shall be made for items accepted by the Contracting Officer that have been delivered to the delivery destinations set forth in this contract. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronics fund transfer payment is made.

21. **Risk of Loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pay to the Contracting Officer upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin.
- b. Delivery of the supplies to the Contracting Officer or a representative at a destination specified in the contract, if transportation is f.o.b. destination.

22. **Taxes.** The contract price includes all applicable taxes and duties.

23. **Termination for Convenience.** The Contracting Officer reserves the right to terminate this contract, or any part hereof, for the sole convenience of the Government activity. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using its standard record keeping system, have resulted from the termination. The Contracting Officer, upon

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reasonable advanced notice, may inspect the financial records relating to this Contract including the amounts paid to subcontractors and the locations where any portion of the Contractor's performance occurs. The Contracting Officer may review the Contractor's financial statements upon request.

24. **Termination for Cause.** The Contracting Officer may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Contracting Officer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government agency shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable for any and all rights and remedies provided by law. If it is determined that the Contracting Officer improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

25. **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government agency upon acceptance, regardless of when or where the Government agency takes physical possession.

26. **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

27. **Immunities.** Except as provided in this contract, the Government of Iraq or its agents, including the CPA or other governmental agencies, have not waived any of their privileges or immunities.

28. **Legal Status.** The Contractor is an independent contractor. The Contractor's employees will not be considered government employees for any purpose. The Contractor is solely responsible for compensation agreements with employees.

29. **Contractor's Responsibility for Employees.** The Contractor is responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contracting Officer may require that the Contractor remove from the job employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

30. **Subcontracting.** Except as authorized in this contract, the Contractor may not subcontract any portion of the performance of this Contract to another without the prior written consent of the Contracting Officer. The terms of any subcontract will be subject to and conform with the provisions of this Contract.

31. **Indemnification.** The Contractor shall defend, indemnify, and hold harmless all government entities involved in this contract, together with the entities' officers, agents, and employees from and against all suits, claims, or liabilities of any kind arising out of acts or omissions of the Contractor, its employees, or the Contractor's subcontractors.

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32. **Insurance.** The Contractor represents and warrants that it shall maintain appropriate insurance including general commercial liability and workers compensation coverage in an adequate amount to cover third parties claims arising from or in connection with this Contract. Upon request, the Contractor will provide satisfactory evidence of the insurance required under this article.
33. **Use of Names and Symbols.** Except as required by this Contract, the Contractor will not advertise or otherwise makes public the fact that it is a contractor to the governmental entity in this Contract, nor will the Contractor use the name or emblem of the governmental entity for commercial purposes.
34. **Limitation of Liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the governmental entity for consequential damages resulting from any defect or deficiencies in accepted items.
35. **Inconsistency between English Version and Translation of Contract.** In the event of inconsistency between any terms of this contract and any transaction into another language, the English language meaning shall control.
36. **Correspondence in English.** The Contractor shall ensure that all contract correspondence that is addressed to the governmental entity awarding this contract is submitted in English or with an English translation.
37. **Conflicts of Interest.** The Contractor warrants that no governmental official has received or will be offered by the Contractor any direct or indirect benefit in connection with or arising from the award of this contract. The Contractor agrees that any breach of this provision is a breach of an essential term of this Contract.
38. **Order of Precedence (except for Construction Contracts).** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- a. The schedule of supplies/services.
  - b. The Assignments, Disputes, Payments, Invoice, Other Compliances clauses of this contract.
  - c. Addenda to this solicitation or contract, including any license agreements for computer software.
  - d. Solicitation provisions (if this is a solicitation)
  - e. The other standard clauses in this contract.
  - f. Other documents, exhibits, and attachments.
  - g. The specification (the narrative description of the work)
39. **Other Compliances.** The Contractor shall comply with all applicable laws, rules, and regulations applicable to its performance under this contract.
40. **Source of Funds.** The obligation under this contract is made with Iraqi Funds, as defined in CPA Memorandum Number 04 , dated August 19, 2003. No funds, appropriated or other, of any Coalition country are or will be obligated under this contract.

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**41. Option to Extend the Term of the Contract.**

a. The governmental entity awarding this contract may extend the term of this contract by written notice to the Contractor within   N/A   days (insert number of days) prior to the end of the term of the contract, or the end of any option period previously exercised under the contract; provided that the Government entity gives the Contractor a preliminary written notice of its intent to extend at least   N/A   (insert number of days) before the contract period (including option periods exercised) expires. The preliminary notice does not commit the governmental entity to an extension. If the Government exercises this option, the extended contract shall be considered to include this clause.

b. At the end of the contract period, or at the end of the final option period under this contract, whichever is later, if the governmental entity requires continued performance of services within the limits and at the rates specified in the contract, the governmental entity may extend the period of performance under this contract for an additional period not to exceed six months, by giving written notice to the Contractor at least   10   days before the end of the contract period or the end of the final option period exercised, whichever is later.

**42. Liquidated Damages.**

a. If the Contractor fails to perform within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the governmental entity liquidated damages of \$                      per calendar day of delay.

b. If the governmental entity terminates this contract in whole or in part under the Termination for Cause clause, the Contractor is liable for liquidated damages accruing until the governmental entity reasonably obtains similar delivery or performance. These liquidated damages are in addition to excess costs of repurchase under the Termination for Cause clause.

c. The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Excusable Delay clause.

**Construction Contract Terms and Conditions**  
**(For Construction Contracts Only)**

**43. Performance of Work by the Contractor.** The Contractor shall perform on the site, and with its own organization, work equivalent to at least                      percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**44. Differing Site Conditions.**

a. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of:

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

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b. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

c. No request by the Contractor for an equitable adjustment to the contract shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

d. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**45. Site Investigation and Conditions Affecting the Work.**

a. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the governmental agency involved, as well as from the drawing and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the governmental agency involved.

b. The governmental agency involved in this contract assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government, nor does the governmental agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**46. Material and Workmanship.**

a. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

b. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting



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approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

c. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

47. **Superintendence by the Contractor.** At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

48. **Permits and Responsibilities.** The Contractor shall, without additional expense to the governmental entity awarding this contract, be responsible for obtaining any necessary licenses and permits, and for complying with any laws, codes, or regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

49. **Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.**

a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and take such other action as the Contracting officer may direct.

b. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

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**50. Operations and Storage Areas.**

a. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the government entity awarding this contract, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

b. Temporary buildings (such as storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the governmental entity awarding this contract. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

c. The Contractor shall, under rules established by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by law or regulation. When it is necessary to cross curbs and sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**51. Cleaning Up.** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**52. Accident Prevention.**

a. The Contractor shall provide and maintain work environments and procedures which will:

(1) Safeguard the public and governmental entity personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities,

(2) Avoid interruptions of governmental entity operations and delays in project completion dates, and

(3) Control costs in the performance of this contract.

b. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:

(1) Provide appropriate safety barricades, signs, and signal lights.

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

c. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health and safety of the public or governmental entity personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is

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required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

d. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts.

### 53. Schedules for Construction Contracts.

a. The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

b. The Contractor shall report progress under the schedule to the Contracting Officer as directed by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the governmental entity awarding this contract. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and other efforts, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

c. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of the contract.

54. **Specifications and Drawings for Construction.** The Contractor shall keep on the work site a copy of the drawings and specifications (the written description of the work) and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not in the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. If case of difference in the figures between the drawings or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.



BECAUSE CONTRACT INCORPORATES THIS PROPOSAL  
BY REFERENCE, THIS COPY OF PROPOSAL IS FILED  
WITH THE CONTRACT

## **DynCorp International LLC**

**A CSC company**

---

Gardenia Hotel, Al Massbah District, Sector 29, Road 10, Building 356/54, Baghdad, Iraq

6 November 2003

CPA – Contracting Activity  
Republican Presidential Compound  
Baghdad, Iraq  
APO AE 09335  
Attn: Patricia G. Logsdon, Contracting Officer

Solicitation number DABVO1-03-R-0026

Dear Ms Logsdon,

DynCorp International is pleased to submit the enclosed proposal for Security Services for the implementation of UN Oil-For-Food shipments.

Please feel free to contact the undersigned should you have questions or require additional information.

Sincerely,



W. R. "Skip" Kelly  
Sr. Director, Business Development  
DynCorp International LLC-a CSC company  
Baghdad, Iraq  
1-914-822-9062

email: Skip.Kelly@dyncorp-iraq.com

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER JABV01-03-C-0027	3. SOLICITATION NUMBER DABV01-03-R-0026	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 31OCT2003	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CFA - Contracting Activity Republican Presidential Compound Baghdad, Iraq, APO AE 09335		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b> 9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Republican Presidential Company, Rm M210</u> until <u>17:00</u> local time <u>06NOV2003</u> CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:	A. NAME PATRICIA G. LOGSDON	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 781 280 6382	C. E-MAIL ADDRESS

11. TABLE OF CONTENTS			
(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			
X	A	SOLICITATION/CONTRACT FORM	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	
	D	PACKAGING AND MARKING	
	E	INSPECTION AND ACCEPTANCE	
	F	DELIVERIES OR PERFORMANCE	
	G	CONTRACT ADMINISTRATION DATA	
	H	SPECIAL CONTRACT REQUIREMENTS	
(X)	SEC.	DESCRIPTION	PAGE(S)
PART II - CONTRACT CLAUSES			
X	I	CONTRACT CLAUSES	
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	J	LIST OF ATTACHMENTS	
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

2. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR DYNCORP INT'L LLC - a CSC Company Al Massbah District, Sector 929, Rd 10, Bldg 356 Baghdad, Iraq	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Wilfred R. Kelly Sr. Director, Business Development
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 914 822-9062	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE <i>Wilfred R. Kelly</i>
			18. OFFER DATE 16 Nov 03

19. ACCEPTED AS TO ITEMS NUMBERED 0001 - 0002E		20. AMOUNT \$4,721,337.00	21. ACCOUNTING AND APPROPRIATION PRB #539, Allocation Req #37
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>BLOCK 7</b>	
24. ADMINISTERED BY (If other than Item 7) Same as Block 7		25. PAYMENT WILL BE MADE BY CPA - CFO Republican Presidential Compound Baghdad, Iraq	
26. NAME OF CONTRACTING OFFICER (Type or print) PATRICIA G. LOGSDON		27. UNITED STATES OF AMERICA <i>Patricia G. Logsdon</i> (Signature of Contracting Officer)	28. AWARD DATE 16/11/03

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

DABV01-03-C-0027  
Continuation Sheet

1. This contract hereby incorporates by reference the proposal submitted by DynCorp International with all price extension corrections.
2. Performance period will begin on 1 Dec 03 for the basic 6 month period ending on 31 May 04.
3. If option periods are to be exercised (1 to 6 months), a preliminary notice of intent to exercise option will be issued to the contractor within 10 days of contract expiration. This notice does not commit the Government to an extension. If the Government does extend the contract for the next period, it will be done by modification within 3 days of contract expiration. Please refer to Clause 41.b., Option to Extend the Term of the Contract, as included in Appendix B of this contract.

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGES	
		DABV01-03-R-0026 DABV01-03-C-0027		2	
NAME OF OFFEROR OR CONTRACTOR DYNACORP INTERNATIONAL					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONTRACTOR WILL PROVIDE ALL PERSONNEL, EQUIPMENT, TRAINING AND MANAGEMENT NECESSARY TO SECURE THE OIL-FOR-FOOD PROGRAM GOODS BEING HAULED INTO THE COUNTRY OF IRAQ FROM ALL THE BORDER CROSSINGS FOR TURKEY, SYRIA, AND JORDAN AND THE PORT OF UMM QASR FOR A BASE PERIOD OF 6 MONTHS IN ACCORDANCE WITH ATTACHED STATEMENT OF WORK.				
0001A	PROJECT MANAGEMENT, PARA 3.2	6	MO	\$89,789.00	538,734
0001B	LIAISON TEAMS, PARA 3.3	6	MO	\$18,904.00	113,424
0001C	SUPPORT TEAMS, PARA 3.4	6	MO	\$250,589.00	1,503,534
001D	CONVOY TRACKING, PARA 3.5	6	MO	\$14,913.00	89,478
0001E	COMMAND AND CONTROL CELL, PARA 3.6	6	MO	\$25,997.00	155,982
0001F	TRAINING, PARA 3.7	6	MO	\$8,301.00	49,806
0001G	INSURANCE	6	MO	\$49,540.00	297,240
0002	STARTUP AND MOBILIZATION COSTS				
0002A	VEHICLES	43	EA	\$15,351.00	660,093
0002B	COMMUNICATIONS EQUIPMENT	1	LO	\$224,484.00	224,484
0002C	RECRUITMENT FEES	16	EA	\$2,544.00	40,704
0002D	PERSONAL PROTECTION EQUIPMENT	406	EA	\$1,111.00	451,066
0002E	WEAPONS AND AMMUNITION	1	LO	\$596,792.00	596,792
	See Paragraph 41.b under Appendix B for information regarding option period up to 6 months.				
	See Paragraph 8 under Appendix B for information regarding EVALUATION FACTORS for award. THESE FACTORS MUST BE ADDRESSED IN YOUR PROPOSAL TO BE CONSIDERED FOR AWARD.				
	CPA Contracting Activity intends to award a firm fixed price contract with reimburseable startup and mobilization costs.				

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STATEMENT OF WORK  
SECURITY SERVICES FOR THE IMPLEMENTATION  
OF UN OIL-FOR-FOOD SHIPMENTS

1.0 Project Background

The Oil-for-Food (OFF) Program was designed to meet the humanitarian needs of the Iraqi people. It was established in 1995 by the UN Security Council and implemented in 1996. Almost \$28 billion worth of humanitarian supplies and equipment were delivered to Iraq under the OFF Program between 1997 and 2003; seven billion dollars in additional supplies are being delivered on a priority basis in the coming months, with a likely end delivery date in mid-2004. Goods delivered under the OFF program represent a broad spectrum of humanitarian needs – ranging from vaccines to agricultural equipment to power generators. The Coalition Provisional Authority (CPA) through the Ministry of Trade (MoT) will be managing and overseeing the OFF program including the shipment of goods coming into Iraq.

2.0 Objectives

MoT needs to retain a Security Contractor to provide a security program for OFF shipments entering Iraq. The security program will include security for trucking convoys traveling on Iraqi highways. The Contractor will provide security advisors and planners to facilitate, coordinate and execute security requirements and contingent requirements.

3.0 Work Requirements

MoT is requesting prices for the security aspect of transportation into Iraq under the OFF Program. Border entry points include the port of Umm Qasr, Zakho near Turkey, Al Walid near Syria, and Trebil near Jordan. Goods will be entering Iraq in truck convoys that could be up to 50 trucks or more. There will be a CPA operation center located in the Convention Center in Baghdad that will be responsible for logistics and coordination of the entire OFF program.

3.1 Task: Work Plan

The Contractor is to provide to MoT within five (5) days of being awarded this contract a detailed work plan. The work plan will outline how to accomplish the tasks listed below as well as outlining necessary major equipment acquisitions, subcontracts and operational issues associated with this effort. The MoT and Contractor Program Manager shall modify the work plan, as required, to document all activities and purchases under this requirement.

3.2 Task: Project Management

3.2.1 Develop a management structure that will closely manage this effort to ensure efficient and effective accomplishment of all tasks and quality assurance review of support.

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3.2.2 Provide coordination, management, and integration services, including scheduling meetings, briefings, and quality control reviews to ensure the statement of work and the intent of MoT is being satisfied.

### 3.3 Task: Liaison Team

The Contractor is to provide a liaison team consisting at a minimum, two (2) people at each of the four border entry points. The liaison team will coordinate security issues for truck convoys entering Iraq.

### 3.4 Task: Support Teams

The Contractor is to provide support teams that are armed with assault weapons and are mobile to escort high priority convoys as needed. There will be three (3) teams based at each of the four border entry points. Each convoy support team will consist of a minimum of two (2) vehicles with three to four persons per vehicle. Each vehicle will be equipped with adequate communications.

### 3.5 Task: Convoy Tracking

The Contractor will provide a system of tracking convoys that are not being escorted. A satellite based system will be employed to provide "real time" location of convoys or high priority shipments. The Contractor shall provide enough tracking equipment for a minimum of 16 convoys per day total.

### 3.6 Task: Command and Control Cell

The Contractor is to provide and staff a command and control cell responsible for coordinating with each border entry point team and to coordinate convoys with the CPA operation center. The command and control cell is to be located inside the CPA operation center at the Convention Center in Baghdad and staffed from 0600 till 2300 hours daily.

### 3.7 Task: Training

The Contractor shall develop and implement a training program to train Iraqi convoy security techniques to the Iraqi Ministries. The course will be conducted in Baghdad and will consist of 40 hours worth of instruction. The cost must include manuals and teaching aids written in both English and Arabic. Instructors must have Arabic translators to conduct classroom instruction. All training is to be conducted at the CPA operation center inside the Convention Center. It will be the responsibility of the Contractor to arrange with the US Military on providing each Iraqi student the necessary security requirements so they can enter the Convention Center daily for the duration of the course. Contractor should be prepared for one class of approximately 40 students.

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#### 4.0 Deliverables

The Contractor shall provide a monthly work summary to the MoT and Contracting Officer by the 15<sup>th</sup> of each month. Contractor format to be approved by COR.

#### 5.0 Supporting Information

5.1 Period of Performance. All tasks are a 6 (six) month base effort with an option to renew up to an additional 6 months.

##### 5.2 Personnel Qualifications:

5.2.1 Project Management Team: All personnel must have experience in planning, coordinating and implementing large scale international reconstruction and humanitarian assistance efforts in the area of security. Additionally, contractor personnel must have prior military experience. All team members must undergo due diligence and positive vetting by the Contractor to include a positive background check of criminal history.

5.2.2 Force Protection: All FP members must be experienced in security services and have operated in hostile work environments. A wide variety of specialist skills must be provided for to include mobile and static security, land navigation, signals, medics, evasive driving, convoy operations, route reconnaissance, set up of traffic control points, weapon handling and civil disturbance control. All team members must undergo due diligence and positive vetting by the Contractor to include a positive background check of criminal history.

##### 5.3 Facilities and Equipment:

###### 5.3.1 CPA Furnished Services and Equipment

CPA will only provide office space and security for the operation center.

###### 5.3.2 Contractor Provided Equipment and Services

The Contractor is to provide wireless communication equipment, vehicles, life support and lodging for their employees, equipped facilities, and anything else necessary that would be required by each liaison team and convoy support team to perform their task. The Contractor is to provide all the necessary equipment and furnishings for the command and control cell to complete the tasks of this statement of work.

5.4 Travel: All travel will be coordinated with the MoT.



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**CONTRACT AND GRANT PROCEDURES  
APPLICABLE TO VESTED AND SEIZED IRAQI PROPERTY AND  
DEVELOPMENT FUND FOR IRAQ**

**Standard Terms and Conditions for Solicitations and Contracts in Excess of \$5,000**

**APPENDIX B**

**Solicitation Terms and Conditions**

1. **Submission of Offers.** The contractor will submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in the solicitation. Offers may be submitted on letterhead stationery or as otherwise specified in the solicitation. At a minimum, offers must show:

- a. The solicitation number.
- b. The time specified in the solicitation for receipt of offers.
- c. The name, address, and telephone number of the offeror.
- d. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
- e. Terms of any express warranty.
- f. Price and any discount terms.
- g. Payment address (if different from mailing address)
- h. Acknowledgment of solicitation amendments (if any)
- i. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers, and other relevant information)
- j. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

2. **Period for Acceptance of Offers.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

3. **Product Samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense, and returned at the sender's request and expense, unless they are destroyed by preaward testing.

4. **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.



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**5. Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

a. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Contracting Officer designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1630 hours, local time, for the designated contracting office on the date that offers or revisions are due.

b. Any offer, modification, revision, or withdrawal of an offer received at the contracting office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and

1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the contracting office not later than 1700 hours one working day prior to the date specified for receipt of offers, or

2) there is acceptable evidence to establish it was received at the location designated for the receipt of offers and was under government control prior to the time set for receipt of offers, or

3) if the solicitation was a request for proposals, it was the only proposal received.

c. However, a late modification of an otherwise successful offer that makes the offer's terms more favorable to the contracting organization issuing the solicitation will be considered at any time it is received and may be accepted.

d. Acceptable evidence to establish the time of receipt at the contracting office includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of contracting office personnel.

e. If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the contracting office designated for receipt of offers by the exact time specified in the solicitation, and urgent requirements preclude amendment of the solicitation or other notice of the extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume.

f. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

**6. Contract Award.** The Contracting Officer intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Contracting Officer reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Contracting Officer may reject any or all offers if such action is in the public

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interest; accept other than the lowest-priced offer; and waive informalities and minor irregularities in offers received.

7. **Multiple Awards.** The Contracting Officer may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the schedule, offers may not be submitted for quantities less than those specified. The Contracting Officer reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

8. **Evaluation.** The Contracting Officer will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the contracting activity, price and other factors considered. The following factors shall be used to evaluate offers.

A. Past Performance based on information submitted with proposal. Provide at least 5 previous contracts for the same or similar type requirements. Information should include a description of the work performed, a point of contact for the company you worked for, a current phone number, the contract number (if there was one), and the name of the company you were performing the work for. Past performance should be listed on no more than 2 pages.

B. Technical Proposal including your plan for performing the requirements of the solicitation, equipment to be utilized, housing facilities, and quality control plan, NOT TO EXCEED 20 PAGES.

C. Experience of the top 3 key personnel who will be performing on this contract. Substitutions of personnel after award will not be allowed without the prior written approval of the contracting officer or his/her representative. Resumes should be limited to not more than 2 pages each.

D. Price will not be given a value, however it will be evaluated for reasonableness and as Past Performance, Technical Proposal and Experience are determined to be substantially equal, price could be the determining selection factor.

9. **Options.** The Contracting Officer will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Contracting Officer may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Contracting Officer to exercise the option(s).

10. **Notice of Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance of the offer, shall result in a binding contract without further action by either party. Before the offer's scheduled expiration time, the Contracting Officer may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

11. **Protests.** A contractor wishing to object to the terms of a solicitation, the termination of a solicitation, the award of a contract, or the termination of the award of a contract, shall present

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the matter to the Contracting Officer for an initial decision. The contractor shall state to the Contracting Officer the basis for the protest. If the contractor does not agree with the Contracting Officer's initial decision, the Contractor may appeal the initial decision to the Head of Contracting Activity, CPA, for resolution. The decision of the Head of Contracting Activity, CPA, shall be the final decision in the matter.

12. **Evaluation of Foreign Currency Offers.** If the Contracting Officer receives offers in more than one currency, the Contracting Officer will evaluate offers by converting the foreign currency to United States currency using \_\_\_\_\_ rate in effect on the date specified for receipt of offers, if award is based on initial offers, or, if award is based on revised offers, on the date specified for receipt of proposal revisions.

### Contract Terms and Conditions

13. **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contracting Officer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Contracting Officer may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Contracting Officer must exercise the post-acceptance rights:

- a. Within a reasonable time after the defect was discovered or should have been discovered, and
- b. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

14. **Assignment.** The Contractor shall not assign, transfer, or make any other disposition of this Contract, or any part thereof, without the prior written consent of the Contracting Officer.

15. **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

16. **Disputes.** This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S. Code, Sections 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the United States Federal Acquisition Regulation Clause 52.233-1, Disputes, which is incorporated herein by reference except that appeals from final decisions of a Contracting Officer may only be appealed to the U.S. Armed Services Board of Contract Appeals (ASBCA). The decision of the ASBCA shall be final. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

17. **Excusable Delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Governmental activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of

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any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

18. **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice if authorized) to the address designated in the contract to receive invoices. The invoice must include:

- a. Name and address of the Contractor.
- b. Invoice date and number.
- c. Contract number, contract line item number, and, if applicable, the order number.
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered.
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a bill of lading.
- f. Terms of any discount for prompt payment offered.
- g. Name, title, and phone number of person to notify in event of defective notice.

19. **Patent Indemnity.** The Contractor shall indemnify the Government agency involved in this contract and its officers, employees, and agents against liability, including costs, for actual or alleged direct or indirect contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

20. **Payment.** Payment shall be made for items accepted by the Contracting Officer that have been delivered to the delivery destinations set forth in this contract. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronics fund transfer payment is made.

21. **Risk of Loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pay to the Contracting Officer upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin.
- b. Delivery of the supplies to the Contracting Officer or a representative at a destination specified in the contract, if transportation is f.o.b. destination.

22. **Taxes.** The contract price includes all applicable taxes and duties.

23. **Termination for Convenience.** The Contracting Officer reserves the right to terminate this contract, or any part hereof, for the sole convenience of the Government activity. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using its standard record keeping system, have resulted from the termination. The Contracting Officer, upon

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reasonable advanced notice, may inspect the financial records relating to this Contract including the amounts paid to subcontractors and the locations where any portion of the Contractor's performance occurs. The Contracting Officer may review the Contractor's financial statements upon request.

24. **Termination for Cause.** The Contracting Officer may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Contracting Officer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government agency shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable for any and all rights and remedies provided by law. If it is determined that the Contracting Officer improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

25. **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government agency upon acceptance, regardless of when or where the Government agency takes physical possession.

26. **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

27. **Immunities.** Except as provided in this contract, the Government of Iraq or its agents, including the CPA or other governmental agencies, have not waived any of their privileges or immunities.

28. **Legal Status.** The Contractor is an independent contractor. The Contractor's employees will not be considered government employees for any purpose. The Contractor is solely responsible for compensation agreements with employees.

29. **Contractor's Responsibility for Employees.** The Contractor is responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contracting Officer may require that the Contractor remove from the job employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

30. **Subcontracting.** Except as authorized in this contract, the Contractor may not subcontract any portion of the performance of this Contract to another without the prior written consent of the Contracting Officer. The terms of any subcontract will be subject to and conform with the provisions of this Contract.

31. **Indemnification.** The Contractor shall defend, indemnify, and hold harmless all government entities involved in this contract, together with the entities' officers, agents, and employees from and against all suits, claims, or liabilities of any kind arising out of acts or omissions of the Contractor, its employees, or the Contractor's subcontractors.



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32. **Insurance.** The Contractor represents and warrants that it shall maintain appropriate insurance including general commercial liability and workers compensation coverage in an adequate amount to cover third parties claims arising from or in connection with this Contract. Upon request, the Contractor will provide satisfactory evidence of the insurance required under this article.

33. **Use of Names and Symbols.** Except as required by this Contract, the Contractor will not advertise or otherwise make public the fact that it is a contractor to the governmental entity in this Contract, nor will the Contractor use the name or emblem of the governmental entity for commercial purposes.

34. **Limitation of Liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the governmental entity for consequential damages resulting from any defect or deficiencies in accepted items.

35. **Inconsistency between English Version and Translation of Contract.** In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

36. **Correspondence in English.** The Contractor shall ensure that all contract correspondence that is addressed to the governmental entity awarding this contract is submitted in English or with an English translation.

37. **Conflicts of Interest.** The Contractor warrants that no governmental official has received or will be offered by the Contractor any direct or indirect benefit in connection with or arising from the award of this contract. The Contractor agrees that any breach of this provision is a breach of an essential term of this Contract.

38. **Order of Precedence (except for Construction Contracts).** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The schedule of supplies/services.
- b. The Assignments, Disputes, Payments, Invoice, Other Compliances clauses of this contract.
- c. Addenda to this solicitation or contract, including any license agreements for computer software.
- d. Solicitation provisions (if this is a solicitation)
- e. The other standard clauses in this contract.
- f. Other documents, exhibits, and attachments.
- g. The specification (the narrative description of the work)

39. **Other Compliances.** The Contractor shall comply with all applicable laws, rules, and regulations applicable to its performance under this contract.

40. **Source of Funds.** The obligation under this contract is made with Iraqi Funds, as defined in CPA Memorandum Number 04, dated August 19, 2003. No funds, appropriated or other, of any Coalition country are or will be obligated under this contract.

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**41. Option to Extend the Term of the Contract.**

a. The governmental entity awarding this contract may extend the term of this contract by written notice to the Contractor within   N/A   days (insert number of days) prior to the end of the term of the contract, or the end of any option period previously exercised under the contract; provided that the Government entity gives the Contractor a preliminary written notice of its intent to extend at least   N/A   (insert number of days) before the contract period (including option periods exercised) expires. The preliminary notice does not commit the governmental entity to an extension. If the Government exercises this option, the extended contract shall be considered to include this clause.

b. At the end of the contract period, or at the end of the final option period under this contract, whichever is later, if the governmental entity requires continued performance of services within the limits and at the rates specified in the contract, the governmental entity may extend the period of performance under this contract for an additional period not to exceed six months, by giving written notice to the Contractor at least   10   days before the end of the contract period or the end of the final option period exercised, whichever is later.

**42. Liquidated Damages.**

a. If the Contractor fails to perform within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the governmental entity liquidated damages of \$                      per calendar day of delay.

b. If the governmental entity terminates this contract in whole or in part under the Termination for Cause clause, the Contractor is liable for liquidated damages accruing until the governmental entity reasonably obtains similar delivery or performance. These liquidated damages are in addition to excess costs of repurchase under the Termination for Cause clause.

c. The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Excusable Delay clause.

**Construction Contract Terms and Conditions**  
**(For Construction Contracts Only)**

**43. Performance of Work by the Contractor.** The Contractor shall perform on the site, and with its own organization, work equivalent to at least            percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**44. Differing Site Conditions.**

a. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of:

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.



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b. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

c. No request by the Contractor for an equitable adjustment to the contract shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

d. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**45. Site Investigation and Conditions Affecting the Work.**

a. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the governmental agency involved, as well as from the drawing and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the governmental agency involved.

b. The governmental agency involved in this contract assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government, nor does the governmental agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**46. Material and Workmanship.**

a. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

b. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting

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approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

c. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

47. **Superintendence by the Contractor.** At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

48. **Permits and Responsibilities.** The Contractor shall, without additional expense to the governmental entity awarding this contract, be responsible for obtaining any necessary licenses and permits, and for complying with any laws, codes, or regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

49. **Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.**

a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and take such other action as the Contracting officer may direct.

b. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

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**50. Operations and Storage Areas.**

a. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the government entity awarding this contract, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

b. Temporary buildings (such as storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the governmental entity awarding this contract. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

c. The Contractor shall, under rules established by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by law or regulation. When it is necessary to cross curbs and sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**51. Cleaning Up.** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**52. Accident Prevention.**

a. The Contractor shall provide and maintain work environments and procedures which will:

- (1) Safeguard the public and governmental entity personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities,
- (2) Avoid interruptions of governmental entity operations and delays in project completion dates, and
- (3) Control costs in the performance of this contract.

b. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:

- (1) Provide appropriate safety barricades, signs, and signal lights.
- (2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

c. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health and safety of the public or governmental entity personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is

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required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

d. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts.

### 53. Schedules for Construction Contracts.

a. The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

b. The Contractor shall report progress under the schedule to the Contracting Officer as directed by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the governmental entity awarding this contract. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and other efforts, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

c. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of the contract.

54. **Specifications and Drawings for Construction.** The Contractor shall keep on the work site a copy of the drawings and specifications (the written description of the work) and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not in the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. If case of difference in the figures between the drawings or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

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EXHIBIT C



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1 1</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>12/06/03</b>		4. REQUISITION/PURCHASE REQ. NO. <b>PRB #539</b>		5. PROJECT NO. (if applicable)	
ISSUED BY <b>CPA - CONTRACTING ACTIVITY</b> <b>REPUBLICAN PRESIDENTIAL COMPOUND</b> <b>BAGHDAD IRAQ</b> <b>APC AE 09335</b>		CODE		7. ADMINISTERED BY (if other than Item 6) <b>SAME AS BLOCK 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>DYNACORP INT'L LLC - A CSC COMPANY</b> <b>AL MASSBAH DISTRICT, SECTOR 929, RD 10</b> <b>BLDG 356, BAGHDAD, IRAQ</b>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DABV01-03-C-0027</b>	
				X		10B. DATED (SEE ITEM 11) <b>11/16/03</b>	
CODE		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers. ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (if required)

PROGRAM REVIEW BOARD 539, ALLOCATION REQUEST #37

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>MUTUAL AGREEMENT OF THE PARTIES</b>
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Modification is being issued to add the following to the contract:
  - Revised statement of work to add border security and maneuver support command liaison and will be performed in accordance with workplan submitted by the contractor (see attach 1).
  - Additional CLINS are added per the attached schedule (see attach 2).
- All equipment purchased under the terms of this contract will become the property of the CPA at the end of this contract.
- Total amount of contract is increased by \$2,022,652 from \$4,721,337 to \$6,743,989.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>MAKEN F. HAMPTON, WPM, LLC</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>PATRICIA G. LOGSDON, CONTRACTING OFFICER</b>	
15B. CONTRACT/OFFEROR <i>(Signature)</i>	15C. DATE SIGNED <b>7 Dec 03</b>	16B. UNITED STATES OF AMERICA <i>(Signature)</i>	16C. DATE SIGNED <b>7 Dec 03</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SCHEDULE B – CONT'D  
MODIFICATION P00001

DABV01-03-C-0027

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001A1	PROJECT MANAGEMENT	6	MO	\$25,564.00	\$ 153,384.00
0001B1	LIAISON TEAM	6	MO	\$47,785.00	\$ 286,710.00
0001C1	SUPPORT TEAM	6	MO	\$115,901.00	\$ 695,406.00
0001D1	CONVOY TRACKING	6	MO	\$4,061.00	\$ 24,366.00
0001E1	COMMAND AND CONTROL CELL	6	MO	\$9,505.00	\$ 57,030.00
0001F1	TRAINING			0	0
0001G1	INSURANCE	6	MO	\$21,455.00	\$ 128,730.00
0002A1	VEHICLES (LEASED)	9	EA	\$26,053.00	\$ 234,477.00
0002B1	COMMUNICATIONS EQUIPMENT	1	LO	\$ 272,296.00	\$ 272,296.00
0002C1	RECRUITMENT FEES	8	EA	\$2,478.00	\$ 19,824.00
0002D1	PERSONAL PROTECTION EQUIPMENT	27	EA	\$1,978.00	\$ 53,406.00
0002E1	WEAPONS & AMMUNITION	1	LO	\$ 97,023.00	\$ 97,023.00



CONTINUATION SHEET  
MODIFICATION P00001  
PAGE 2

DABV01-03-C-0027

4. All equipment purchased under this contract will become the property of the CPA at the end of this contract.
5. No other changes are applicable to this contract.

DABV01-03-C-0027  
MODIFICATION P00001

CONTRACT MODIFICATION STATEMENT OF WORK  
SECURITY SERVICES FOR THE IMPLEMENTATION  
OF UN OIL-FOR-FOOD SHIPMENTS

The following will serve as additional scope items:

1.0 Border Security

The Contractor will provide static guards to establish border security at three border crossing point (BCP) staging areas at Zakho near Turkey, Al Walid near Syria, and Trebil near Jordan. The Contractor will staff the three BCPs 24 hours per day, seven days per week. All border security teams shall have the ability to communicate directly with the two person liaison teams that will be present at each BCP. The Contractor shall supply a minimum of twelve (12) armed and equipped personnel at each the three BCPs to guard. The Contractor shall supply complete living accommodations to include housing and meals to completely support their staff. CPA will not provide any support to the border security staff.

2.0 Maneuver Support Command Liaison

Contractor shall supply the ability to communicate directly to each of the six maneuver support commands (MSCs) throughout the area of operation (AO). This task will require the Contractor to locate a liaison officer for each MSC and establish contact. Each MSC must be informed the scope of the OFF mission along with the timeframe shipments will be carried out. The Contractor will be required to provide liaison support which will include advance notice of when each convoy will be traveling through their AO. Each convoy must have the ability to communicate directly via two-way radio to each MSC in addition to direct communication to the MoT Coordination Center in Baghdad. In the event of enemy contact, each convoy shall have the ability to notify the respective MSC of their location via military grid coordinates should they need the services of quick reaction forces (QRFs) or emergency medical support.

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EXHIBIT D

mod

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. PC00002	3. EFFECTIVE DATE 28 JAN 04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CPA - CONTRACTING ACTIVITY REPUBLICAN PRESIDENTIAL COMPOUND BAGHDAD IRAQ APO AE 09335	7. ADMINISTERED BY (If other than item 6) SAME AS BLOCK 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNACORP INT'L LLC - A CSC COMPANY AL MASSBAH DISTRICT, SECTOR 929, RD 10 BLDG 356, BAGHDAD IRAQ		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED [SEE ITEM 11]  10A. MODIFICATION OF CONTRACT/ORDER NO. DABV01-03-C-0027 10B. DATED [SEE ITEM 11] 11/16/03		
CODE	FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 16, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

DEVELOPMENT FUND FOR IRAQ PRB #539

INCREASE \$888,505

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) W. FRED R KELLY SR DIRECTOR, BUSINESS DEVELOPMENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laurie Pierce Contracting Officer
15B. CONTRACTOR/OFFEROR [Signature]	16B. UNITED STATES OF AMERICA [Signature]
15C. DATE SIGNED 28 JAN 04	16C. DATE SIGNED 1/28/04

NSN 7540-01-152-8070  
Previous edition unusableSTANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

DABV01-03-C-0027  
 Dyncorp International LLC  
 Modification: P00002

Page 2 of 2

1. The above numbered contract is hereby modified to: (1) decrease Contract Line Item Numbers (CLIN) 0001A1, Project Management, 0001B1, Liaison Team, 0001G1, Insurance, 0002A1, Vehicles, 0002B1, Communications Equipment, 0002C1, Recruitment Fees, and 0002E1, Weapons and Ammunition due to actual cost experience; and (2) add Task 3.0, Observation and Facilitation Team, to the Statement of Work.

2. Therefore, the contract is modified as follows:

- a. CLIN 0001A1, Project Management is decreased by \$7,896 from \$153,384 to \$145,488;
- b. CLIN 0001B1, Liaison Team, is decreased by 47,784 from \$286,710 to \$238,926;
- c. CLIN 0001G1, Insurance is decreased by \$11,430 from \$128,730 to \$117,300;
- d. CLIN 0002A1, Vehicles (Leased) is decreased by \$22,439 from \$234,477 to \$212,038;
- e. CLIN 0002B1, Communications Equipment is decreased by \$9,704 from \$272,296 to \$262,592;
- f. CLIN 0002C1, Recruitment Fees is decreased by \$2,481 from \$19,824 to \$17,343;
- g. CLIN 0002E1, Weapons & Ammunition is decreased by \$3,289 from \$97,023 to \$93,734;
- h. CLIN 0002F1, Observation and Facilitation Team, in the fixed price amount of \$993,528 is hereby added to the Statement of Work as shown below:

3.0 Observation and Facilitation Team

The Contractor shall provide up to sixteen (16) unguarded OFF convoys with a two-man Observation & Facilitation Team (OFT). Each OFT shall consist of two Iraqi nationals, serving as observers and convoy controllers. Each trailing OFT shall carry a single Global Positioning System (GPS) tracking device while observing the convoy. The lead (escort) vehicle shall carry a second GPS tracking device. Upon successful arrival at the convoys final destination, the OFT will retrieve the other GPS tracking device and return immediately to their designated Border Crossing Site (BCS) for immediate use on another convoy. This system allows positive control of assets (GPS tracking devices, and vehicle identification kits), greater control of convoy movement, voice communication in the event of contingency, the ability to request security support from MSC assets (Quick reaction Force) and a much faster turnaround on convoy escorts. This recommendation will require an additional 64 Iraqi personnel (local nationals), 32 sedans for their transportation, and 32 HF hand held radios to have direct communication with the C3 cell.

- i. The attached Schedule reflects revised prices for all CLINs based on the above.

3. As a result of the above, the contract price and funding (via Chief Financial Officer Memorandum dated 7 Jan 2004 (PRB #539)) are increased by \$888,505 (net change) from \$6,743,989 to \$7,632,494. All other terms and conditions remain unchanged.

**DABV01-03-C-0027**  
**Mod P00002**

0001A	6	MO	89,789.00	\$538,734.00 Project Management
0001B	6	MO	18,904.00	\$113,424.00 Liaison Teams
0001C	6	MO	250,589.00	\$1,503,534.00 Support Teams
0001D	6	MO	14,913.00	\$89,478.00 Convoy Tracking
0001E	6	MO	25,997.00	\$155,982.00 Command and Control Cell
0001F	6	MO	8,301.00	\$49,806.00 Training
0001G	6	MO	49,540.00	\$297,240.00 Insurance
0002A	43	EA	15,351.00	\$660,093.00 Vehicles
0002B	1	LO	224,484.00	\$224,484.00 Communications Equipment
0002C	16	EA	2,544.00	\$40,704.00 Recruitment Fees
0002D	406	EA	1,111.00	\$451,066.00 Personal Protection Equipment
0002E	1	LO	596,792.00	\$596,792.00 Weapons and Ammunition
				<b>\$4,721,337.00</b>
0001A1	6	MO	24,248.00	\$145,488.00 Project Management
0001B1	6	MO	39,821.00	\$238,926.00 Liaison Teams
0001C1	6	MO	115,901.00	\$695,406.00 Support Teams
0001D1	6	MO	4,061.00	\$24,366.00 Convoy Tracking
0001E1	6	MO	9,505.00	\$57,030.00 Command and Control Cell
0001F1	6	MO	0.00	\$0.00 Training
0001G1	6	MO	19,550.00	\$117,300.00 Insurance
0002A1	8	EA		\$212,038.00 Vehicles
0002B1	1	LO	272,296.00	\$262,592.00 Communications Equipment
0002C1	8	EA	2,167.87	\$17,343.00 Recruitment Fees
0002D1	27	EA	1,978.00	\$53,406.00 Personal Protection Equipment
0002E1	1	LO	93,734.00	\$93,734.00 Weapons and Ammunition
0002F1	1	JOB		\$993,528.00 Observation and Facilitation Team
				<b>\$2,911,157.00</b>
				<b>\$7,632,494.00</b>

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EXHIBIT E



OMB Approval #: 2700-0042

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY CPA - CONTRACTING ACTIVITY REPUBLICAN PRESIDENTIAL COMPOUND BAGHDAD IRAQ APO AE 09316		ADMINISTERED BY (if other than Item 8) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Dyn Corp Al Gardenia Hotel Al Massbah District Sector 929 Road 10 BLDG 356/54 Baghdad, Iraq		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. DABV01-03-C0027	
				10B. DATED (SEE ITEM 13) 24MAY04	
CODE		FACILITY CODE			

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See attached funding memorandum.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes clause
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHARLES B. DUPRE BUSINESS MANAGER, IRAQ PROGRAMS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Ellen Roberts	
15B. CONTRACTOR/OFFEROR Charles B. Dupre (Signature of person authorized to sign)	15C. DATE SIGNED 28 MAY 2004	15B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	15C. DATE SIGNED 28 MAY 04

NSN 7540-01-162-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

*Oil for Food*

*Mod P00003*

DABV01-04-C-0021

1. This modification extends the period of performance for the items below for one month.

Item	Description of Supplies or Services	Quantity	Unit	Unit Price
0001A	Project Management	1	MO	\$89,789
0001A1	Project Management	1	MO	\$24,248
0001B	Liaison Teams	1	MO	\$18,904
0001B1	Liaison Teams	1	MO	\$39,821
0001C	Support Teams	1	MO	\$250,589
0001C1	Support Teams	1	MO	\$115,901
0001D	Convoy Tracking	1	MO	\$14,913
0001D1	Convoy Tracking	1	MO	\$4,061
0001E	Command and Control	1	MO	\$25,997
0001E1	Command and Control	1	MO	\$9,505
0001F	Training	1	MO	\$8,301
0001G	Insurance	1	MO	\$49,540
0001G1	Insurance	1	MO	\$19,550
0002A	Vehicles	43	EA	\$110,016
0002A1	Vehicles	9	EA	\$35,340
0002F1	Observation and Facilitation	1	MO	\$162,921
	<b>TOTAL</b>			<b>\$979,396</b>

2. A list of all equipment purchased under this contract must be submitted with the final invoice. All material is to be turned it to the OSC Warehouse at BIOP with the following POC attached to it: Contract Number, Contracting Officer: CDR Ellen Roberts, Phone: (703)343-9225.

3. All other terms and conditions remain the same.

MOORE AFFIDAVIT

EXHIBIT F

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY CPA CONTRACTING ACTIVITY PERFECT ION PRESIDENTIAL COMPOUND DAGHDAH IRAQ AEO AT 15116		7. CODE		ADMINISTERED BY (if other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) DYNALIP At Baghdad 4 HOTEL At Manshan District Sector 329 Road 10 BLOC 35E/4 Baghdad Iraq				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DABV01-03-L 0027		10B. DATED (SEE ITEM 11) 24MAY04
CODE		FACILITY CODE				

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 9 and 15 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (if required):

DFI - Revised 2004 Iraqi Budget

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

13A	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, and location, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. MUTUAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Changes clause.
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC section headings, including solicitation/contract subject matter where feasible.)

See attached

15A. NAME AND TITLE OF SIGNER (Type or print): CHARLES B. DUMPER BUSINESS MANAGER, IRAQI PROGRAMS		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): CDR Ellen Roberts	
15C. DATE SIGNED: 25 July 2004	15D. UNITED STATES OF AMERICA BY: <i>[Signature]</i>	15E. DATE SIGNED: 25 JUL 04	

DABV01-03-C-0027  
P0004

1. This modification exercises the option period of performance for the items below for five months from 26 JULY 2004 to 26 December 2004.

Item	Description of Supplies or Services	Quantity	Unit	Unit Price	Total
0001A	Project Management	5	MO	\$89,789	\$448,945
0001A1	Project Management	5	MO	\$24,248	\$121,240
0001B	Liaison Teams	5	MO	\$18,904	\$94,520
0001B1	Liaison Teams	5	MO	\$39,821	\$199,105
0001C	Support Teams	5	MO	\$250,589	\$1,252,945
0001C1	Support Teams	5	MO	\$115,901	\$579,505
0001D	Convoy Tracking	5	MO	\$14,913	\$74,565
0001D1	Convoy Tracking	5	MO	\$4,061	\$20,305
0001E	Command and Control	5	MO	\$25,997	\$129,985
0001E1	Command and Control	5	MO	\$9,505	\$47,525
0001F	Training	5	MO	\$8,301	\$41,505
0001G	Insurance	5	MO	\$49,540	\$247,700
0001G1	Insurance	5	MO	\$19,550	\$97,750
0002A	Vehicles	5	MO	\$110,016	\$550,080
0002A1	Vehicles	5	MO	\$35,340	\$176,700
0002F1	Observation and Facilitation	5	MO	\$162,921	\$814,805
TOTAL					\$4,886,980

2. A list of all equipment purchased under this modification must be submitted with the final invoice. All material is to be turned it to the Project and Contracting Office (PCO) Warehouse in the vicinity of BIAP with the following POC attached to it: Maj. Timothy Callahan, Contract Number, Phone: 703-343-9226.

3. The Contracting Officer's Representative is:  
Maj. Timothy Callahan  
[Timothy.Callahan@cpa-ig.org](mailto:Timothy.Callahan@cpa-ig.org)  
703-343-9226 Office  
790-192-5405 Iraqna

4. Any mention of UN Oil for Food in the Statement of Work is replaced with PCO and Office of Security Transition (OST).

5. All other terms and conditions remain the same.

## **EXHIBIT E**

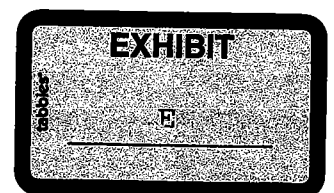
AFFIDAVIT

STATE OF TEXAS }

COUNTY OF DALLAS }

BEFORE ME, the undersigned notary public in and for said State and County, personally appeared Henry M. Miller, who is known to me and who, being first duly sworn, deposed and said as follows:

1. My name is Henry M. Miller. I am over the age of majority, competent to testify, and possessed of personal knowledge of the matters stated herein.
2. I am an employee of DynCorp International LLC (DI). From May 2003 until July 2003 and again from early February 2004 until late January 2005, I was stationed in Iraq as DI's Vice President for Iraq Operations. I was in charge of a group known as DIBM, standing for DynCorp International Business Management, which provided business staff services for several DI contracts, including what was known as the Oil-For-Food (OFF) contract referred to in the affidavit of David M. Moore. I served as a representative of DI with respect to the various clients with whom DI had contracted to provide services.
3. While I was in Iraq on my second tour, the OFF contract was modified and extended for six months as a result of Modification 00004 dated July 25, 2004. At that time, the OFF program was being discontinued, and the





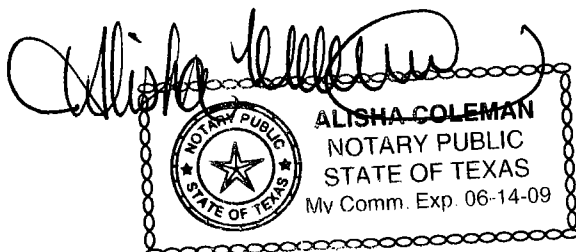
United States government was seeking a security provider for a program funded by the United States government to provide materials for rebuilding the infrastructure of Iraq. That program was being administered by the Project and Contracting Office (PCO) and the Office of Security Transition (OST), both of which were U.S. Government or Coalition Provisional Authority entities. Since DI already had a staffed and equipped security apparatus in place in Iraq, the government simply extended the DI security contract No. DABV01-03-0027 and revised the Statement of Work to replace references to “Oil-for-Food” with the “PCO” and “OST.” The contract was thereafter sometimes referred to as the MNSTC-I contract, referring to the Multi-National Security Transition Team Command—Iraq.

4. A Contracting Officer’s Representative, U.S. Marine Corps Maj. Timothy Callahan, was appointed to coordinate movement of materials between the PCO and Public Warehousing Corporation, the contractor retained to warehouse and deliver the materials and goods being used for the infrastructure project.
5. In the months following the Iraq War in the spring of 2003, Iraq became an increasingly dangerous place for Coalition Provisional Authority contractors, including those bringing in humanitarian supplies and others helping to rebuild the country, as well as the U.S. military and other Coalition forces. While I was able to move about the country fairly freely during my first tour of duty there, but by the time I returned in January

2004, the security threat had increased dramatically, and the necessity for providing security for the OFF convoys had become obvious. That need persisted throughout the period I was in the country during my second tour in 2004 and 2005.

6. With hostile forces frequently attacking U.S. contractors' personnel from the United States and other countries, and in some cases injuring or killing those personnel, the CPA provided security programs to protect these persons and prevent the thwarting of their humanitarian and infrastructure-rebuilding missions. The CPA thus entered security contractors with providers such as DI and tasked them with arming trained personnel who could respond to attacks with tactics designed both to evade threats and attackers and defend against attacks through gunfire.
7. The DI employees and subcontractors involved in the accident forming the basis of the Potts v. DI lawsuit were performing a security mission within the contemplation of DI's security contract No. DABV01-03-0027 at the time of the accident, i.e. providing security for a mission to install and service contract-required radio communications equipment at DI's site at Trebil.

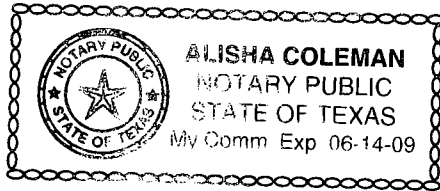
FURTHER AFFIANT SAITH NAUGHT.



  
HENRY S. MILLER  
DynCorp International LLC

9/19/2006

Sworn to and subscribed before me this 19<sup>th</sup> day of September, 2006.



A handwritten signature in black ink, appearing to read "Alisha Coleman", written over a horizontal line.

NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My Commission expires: 6/14/09